



St. Charles Parish

Meeting Agenda

Parish Council

Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,
Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran,
Traci A. Fletcher, Julia Fisher-Perrier

Monday, April 8, 2013	6:00 PM	Council Chambers, Courthouse
	Final	

CALL TO ORDER

PRAYER

Bishop Otis Kenner
Faith Praise & Deliverance Temple

PLEDGE

Bishop Otis Kenner
Faith Praise & Deliverance Temple

APPROVAL OF MINUTES

Regular Meeting - March 25, 2013

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 **2013-0109** (4/8/2013, Benedetto)
 Proclamation: "National Public Safety Telecommunicators Week"
- 2 **2013-0111** (4/8/2013, St. Pierre, Jr.)
 Proclamation: "National Service Recognition Day"

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2013-0115** (4/8/2013, Benedetto)
 Mr. Cullen Curole, Economic Development Administrator, South Central Planning & Development
 Commission - Revolving Loan Funds-Low Interest Commercial Lending
- 2013-0125** (4/8/2013, Cochran)
 CZM Administrator Earl Matherne - D-FIRM/NFIP Process Update

2013-0110 (4/8/2013, St. Pierre, Jr.)

Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, April 22, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

3 2013-0108 (4/8/2013, St. Pierre, Jr., Department of Community Services)

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2013 through July 11, 2013.

Legislative History

4/8/13 Parish President Introduced

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

8 2013-0090 (3/25/2013, St. Pierre, Jr., Department of Planning & Zoning, Coastal Zone Management Section)

An ordinance to approve and authorize the execution of an agreement with Echo Ventures, Inc. for the Hurricane Isaac Repairs to Wetland Watchers Park - Base bid and Alternate #1.

Legislative History

3/25/13 Parish President Introduced

3/25/13 Parish Council Publish/Scheduled PH

14 2013-0097 (3/25/2013, St. Pierre, Jr., Department of Parks and Recreation)

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 13-1-7, which approved a contract with Meyer Engineers, Ltd. to provide design services for the new Parks and Recreation Equipment Building at 131 Manor Road in Luling, in order to provide for the application for necessary coastal use and levee permits.

Legislative History

3/25/13 Parish President Introduced

3/25/13 Parish Council Publish/Scheduled PH

19 2013-0102 (3/25/2013, Wilson)

An ordinance to amend Ordinance No. 13-1-12 to delete the installation of "No Overnight Parking" signs on Tristan Lane, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

Legislative History

3/25/13 Council Member(s) Introduced

3/25/13 Parish Council Publish/Scheduled PH

21 2013-0103 (3/25/2013, St. Pierre, Jr., Department of Finance)

An ordinance to amend the 2013 Consolidated Operating and Capital Budget to recognize revenues received prior to year end 2012 relating to the Airport Expansion Agreement, thus increasing the beginning 2013 General Fund balance by \$1,212,000 and to add revenues of \$300,000 under General Fund Account 001-313020 - Airport Expansion Agreement for 2013 Airport Expansion Agreement Revenues.

Legislative History

3/25/13 Parish President Introduced

3/25/13 Parish Council Publish/Scheduled PH

- 27 **2013-0104** (3/25/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Campo Designs - Architects for necessary professional engineering services associated with Parish Project No. P130103 St Charles Parish Public Works Office Storm Window Retrofit Project.

Legislative History

3/25/13 Parish President Introduced

3/25/13 Parish Council Publish/Scheduled PH

- 49 **2013-0105** (3/25/2013, Benedetto)

An ordinance to rename the portion of Carriage Lane (containing municipal addresses 32A, 32B, 37A, and 37B) to Belle Ormond Circle in Destrehan, LA.

Legislative History

3/25/13 Council Member(s) Introduced

3/25/13 Parish Council Publish/Scheduled PH

Revised Version of File No. 2013-0105 was Introduced

PERSONS TO ADDRESS THE COUNCIL

- 50 **2013-0107** (4/8/2013)

Ms. Telesia Batte: Bayou Gauche flood gates? Solutions for flood.

- 51 **2013-0121** (4/8/2013)

Mr. David Chatham: New FEMA FIRMS

- 52 **2013-0122** (4/8/2013)

Ms. Ann Marie Morvant: Bayou Gauche Flood maps

- 53 **2013-0123** (4/8/2013)

Ms. Amie Knuppel: Questions - flood, Fema Map

- 54 **2013-0124** (4/8/2013)

Ms. Nicole Dufrene: Paradis flood

ORDINANCES FOR RECONSIDERATION BY REASON OF THE PARISH PRESIDENT'S VETO

- 55 **2013-0116** (4/8/2013, St. Pierre, Jr.)

VETO MESSAGE - File No. 2013-0086

Legislative History

4/1/13 Parish President Forwarded Veto Message Parish Council

- 56 **2013-0086** (3/11/2013, Cochran, Fauchaux, Benedetto)

An ordinance to approve and authorize the execution of an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

ORDINANCE NO. 13-3-14

Legislative History

3/11/13 Council Member(s) Introduced

3/11/13 Parish Council Publish/Scheduled PH

3/25/13 Parish Council PH Requirements Satisfied

Reported:

Councilman Cochran Recommended: Approval

Councilman Fauchet Recommended: Approval

Councilwoman Benedetto Recommended: Approval

Speakers:

Mr. Milton Allemand, Hahnville

Mr. Tom Taucin, Taucin Consultants, LLC

3/25/13 Parish Council Approved

Pass

Council Discussion

4/1/13 Parish President Vetoed by the Par. Pres.

Council consideration April 8, 2013 or April 22, 2013

4/1/13 Parish Council Correspondence Received

from Parish President St. Pierre stating reason for his veto

RESOLUTIONS

60 2013-0119 (4/8/2013, St. Pierre, Jr., Coastal Zone Management Section)

A resolution authorizing the Chairman or the Secretary to offer no objection to Valero Refining-New Orleans, LLC, CUP #P20130036 for a permit for proposed railcar unloading turnouts (890' in length) to provide access from the existing railroad for railcars carrying raw materials to the Valero St. Charles Refinery (VSCR) and to propose to provide a tank for storage of materials received via railcar prior to distribution to the plant, and to provide overhead piping to run between a Praxair Facility, American Petroleum Institute (API) Separator, and VSCR to transport various materials to and from these site features, Valero St. Charles Refining Facility, Norco, in St. Charles Parish, Louisiana.

Legislative History:

3/5/13	Parish Council	Recommendation Request Fwd'd	Coastal Zone Management Section
3/7/13	Parish Council	Time Ext. Requested	DNR
3/28/13	Coastal Zone Management Section	Recommended Approval	Coastal Zone Advisory Committee
3/28/13	Coastal Zone Advisory Committee	Recommended Approval	Parish Council
4/8/13	Parish President	Introduced	

71 2013-0120 (4/8/2013, St. Pierre, Jr., Coastal Zone Management Section)

A resolution authorizing the Chairman or the Secretary to offer no objection to Shell Pipeline Company, MVN 2012-2684-CU, WQC 121203-01, CUP #P20121437 for a permit for the proposed installation of a 12" pipeline measuring approximately 19.11 miles in length from Marathon's Garyville refinery to Motiva's Norco refinery. This project will also involve the removal of an existing 6" line that the proposed 12" line will replace, Section 62 T11S-R6E, St. Charles Parish, Louisiana.

Legislative History:

2/25/13	Parish Council	Recommendation Request Fwd'd	Coastal Zone Management Section
3/7/13	Parish Council	Time Ext. Requested	Corps, DEQ, DNR
3/28/13	Coastal Zone Management Section	Recommended Approval	Coastal Zone Advisory Committee
3/28/13	Coastal Zone Advisory Committee	Recommended Approval	Parish Council
4/8/13	Parish President	Introduced	

108 **2013-0112** (4/8/2013, Wilson)

A resolution requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road) in Hahnville.

Legislative History

4/8/13

Council Member(s)

Introduced

APPOINTMENTS**2013-0117** (4/8/2013)

Council Appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees. Council Chairman will accept nominations for appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust. The Board shall be comprised of five (5) initial members; one (1) member of the St. Charles Parish Council to be designated by the Council. Term to begin immediately and expire January 10, 2016. [Term is concurrent with the Governing Authority.]

Legislative History

3/25/13

Parish Council

Enacted Legislation

Approved Ordinance No. 13-3-12, creating the SCP Retiree Benefits Funding Trust, including the establishment of the Board of Trustees, in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust for GASB 45 Compliance, term is concurrent with the Governing Authority.

2013-0118 (4/8/2013)

Council Appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees. Council Chairman will accept nominations for appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust. The Board shall be comprised of five (5) initial members; one (1) member of the St. Charles Parish Council to be designated by the Council. Term to begin immediately and expire January 10, 2016. [Term is concurrent with the Governing Authority.]

Legislative History

3/25/13

Parish Council

Enacted Legislation

Approved Ordinance No. 13-3-12, creating the SCP Retiree Benefits Funding Trust, including the establishment of the Board of Trustees, in accordance with the United States Internal Revenue Code, Section 115 Retiree Benefits Trust for GASB 45 Compliance, term is concurrent with the Governing Authority.

2013-0113 (4/8/2013)

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

On April 22, 2013 the Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Barbara Smith. Six (6) year term to begin May 22, 2013 and expire May 22, 2019.

Legislative History

5/21/07

Parish Council

Enacted Legislation

Ms. Barbara Smith appointed to the Hospital Service District on May 21, 2007, per Resolution No. 5440
Term: June 5, 2007 - May 22, 2013

2013-0114 (4/8/2013)

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

On April 22, 2013 the Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Betty Portera. Six (6) year term to begin May 22, 2013 and expire May 22, 2019.

Legislative History

5/21/07 Parish Council

Enacted Legislation

*Ms. Betty Portera appointed to the Hospital Service District on May 21, 2007, per Resolution No. 5441
Term: June 5, 2007 - May 22, 2013*

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**2013-0055 (4/8/2013, Benedetto)**

Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

Legislative History

2/18/13	Parish Council	Motion	Pass
to go into Executive Session			
2/18/13	Parish Council	Heard in Executive Session	
2/18/13	Parish Council	Motion	Pass
to return to the regular order of the agenda			
3/11/13	Parish Council	Motion	Pass
to go into Executive Session			
3/11/13	Parish Council	Heard in Executive Session	
3/11/13	Parish Council	Motion	Pass
to return to the regular order of the agenda			
3/25/13	Parish Council	Motion	Pass
to go into Executive Session			
3/25/13	Parish Council	Heard in Executive Session	
3/25/13	Parish Council	Motion	Pass
to return to the regular order of the agenda			

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.**MEETINGS**

COMMUNITY ACTION ADVISORY BOARD: Wednesday, 4/10/13 7PM, Council Chambers

SUNSET DRAINAGE DISTRICT: Thursday, 4/11/13, 7PM, Council Chambers

ZONING BOARD OF ADJUSTMENT: Thursday, 4/18/13, 7PM, Council Chambers

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2013-0109

PROCLAMATION

- WHEREAS,** thousands of dedicated Telecommunicators daily serve the citizens of the United States by answering their emergency phone calls for police, fire, and medical services and by dispatching the appropriate assistance as quickly as possible; and,
- WHEREAS,** the critical functions performed by Professional Telecommunicators also include those related to highway safety and maintenance activities, office of emergency preparedness, and other operations performed by federal, state, and local government agencies; and,
- WHEREAS,** Professional Telecommunicators work to improve the emergency response capabilities of these communications systems through their leadership and participation in training programs and other activities provided by organizations such as the Association of Public-Safety Communications Officials International, Inc., the National Emergency Numbering Association, and the Medical Priority Dispatch System.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF APRIL 14-20, 2013 AS

"NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"

IN THE PARISH OF ST. CHARLES IN HONOR AND RECOGNITION OF OUR PUBLIC SAFETY TELECOMMUNICATORS AND THE VITAL CONTRIBUTIONS THEY MAKE TO THE SAFETY AND WELL-BEING OF OUR CITIZENS.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MARY TASTET
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

Telecommunicators Week 2013.PCL

2013-0111

PROCLAMATION

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and,

WHEREAS, the nation's elected officials are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and,

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and,

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and,

WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and,

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

WHEREAS, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and,

WHEREAS, this year in Louisiana, AmeriCorps will provide 1,500 individuals the opportunity to provide intense, results-driven service and 5,000 Senior Corps volunteers will provide their time and talent through Foster Grandparents, Senior Companions and RSVP; and,

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors and elected officials across the country to acknowledge the National Service Recognition Day on April 9, 2013.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM APRIL 9, 2013, AS THE

"NATIONAL SERVICE RECOGNITION DAY"

IN ST. CHARLES PARISH AND ENCOURAGE RESIDENTS TO RECOGNIZE THE POSITIVE IMPACT OF NATIONAL SERVICE IN OUR PARISH, TO THANK THOSE WHO SERVE, AND TO FIND WAYS TO GIVE BACK TO THEIR COMMUNITIES.

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MARY TASTET
COUNCILWOMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

Mayors Day of Recognition Proclamation

2013-0108

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)**

ORDINANCE NO. _____

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2013 through July 11, 2013.

WHEREAS, the St. Charles Parish Department of Community Services is the sponsor for the Summer Food Program; and,

WHEREAS, the St. Charles Parish School Board has implemented a fee schedule for the use of its facilities during the program; and,

WHEREAS, it is the desire of the Parish Council to approve said agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the agreement for Summer Food Service Program Facilities by and between the St. Charles Parish Council and the St. Charles Parish School Board is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

**ST. CHARLES PARISH COUNCIL AND THE ST. CHARLES PARISH SCHOOL
BOARD
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES**

This agreement is made and entered into as of 3rd day of June 2013, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by V. J. St. Pierre, Jr., President, duly authorized by Ordinance No. _____ dated _____, hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Dr. Rodney Lafon, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated _____, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of St. Rose Elementary School, Eual Landry Alternative School, Luling Elementary School, WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of June 03, 2013, through July 11 2013, (~~off~~ July 4, 2013) (total of 23 days) the use and control of the kitchen and cafeteria of St. Rose Elementary School, Eual Landry Alternative School and Luling Elementary School. The Council shall have the use of the property for a fee of \$0.10 per lunch meal served during the approved dates for the Summer Feeding Program, payable no later than August 23, 2013, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
2. The Council agrees to:
 - A. Use the above described property only for the Summer Feeding Program. Such use is not to be contrary to present or future School Board policies, rules and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
 - B. Accept in the present condition and subject to any servitudes above described property.
 - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the conditions of the facilities.

- D. Properly maintain the property, which said maintenance includes keeping are clean, neat, and sanitary condition, all at the expense of the Council.
 - E. Pay **\$0.00** as reimbursement for utilities and other costs arising out of use of the property to be leased, and **\$0.00** as reimbursement for operational costs for buses and drivers used to transport eligible participants of the summer food service program.
 - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
 - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish School Board who funds its operation from June 3, 2013 through July 11, 2013 through the Summer Food Service Program."
 - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
 - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
 - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board, a custodian at each location who worked during the school year as a custodian for the School Board, and will employ a driver for each bus who worked during the school year as a driver for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorney's fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.

- B. Accept as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
- C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
- D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
- E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
 - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
 - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable

an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

In connection with the aforementioned liability and automobile insurance policies and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

3. The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
4. During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.

THUS DONE AND SIGNED in the presence of the undersigned witness.

WITNESSES:

ST. CHARLES PARISH COUNCIL

ST. CHARLES PARISH SCHOOL BOARD

2013-0090

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING/CZM)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an agreement with Echo Ventures, Inc. for the Hurricane Isaac Repairs to Wetland Watchers Park - Base bid and Alternate #1.

WHEREAS, sealed bids were received on February 21, 2013 for Hurricane Isaac Repairs to Wetland Watchers Park; and,

WHEREAS, Campo Designs-Architects has reviewed the bids and recommends that the project be awarded to the low bidder, Echo Ventures, Inc., including the base bid and Alternate No. 1 in the amount of \$219,000.00; and,

WHEREAS, it is the desire of the Parish Council to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Echo Ventures, Inc. for the Hurricane Isaac Repairs to Wetland Watchers Park is hereby approved and accepted in the amount of \$219,000.00 including the Base Bid and Alternate No. 1.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ of _____ in the year 2013 by and between the Parish of St. Charles, called the OWNER, and Echo Ventures, Inc., hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Hurricane Isaac Repairs to Wetland Watchers Park - St. Charles Parish

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the general construction repairs to a park located on Lake Pontchartrain at the Bonnet Carre Spillway, Norco, LA. Architect Project No. 2012.
Includes Base Bid and Alternate No. 1 of the project and includes Addendums Nos. 1 and 2.

ARTICLE 2. ARCHITECT

The Project has been designed by Campo Designs – Architects who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ 500. for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed

that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$219,000.) Two Hundred Nineteen Thousand and xx/100 Dollars based on Base Bid and Alternate No. 1 as specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Architect as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by the ARCHITECT, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.

- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addendum Number 1 and 2

- 7.6 Contract documents bearing the general title "Hurricane Isaac Repairs to Wetland Watchers Park" dated January 24, 2013.
- 7.7 Drawings, consisting of a cover sheet dated January 24, 2013 and the sheets listed on that cover sheet, each sheet bearing the following general title:
- "Hurricane Isaac Repairs to Wetland Watchers Park – St. Charles Parish".
- 7.8 General Conditions
- 7.9 General Conditions, pages 1 through 40 (Section 00700) of the AIA 201 – 2007. Those General Conditions are to be referred to in the agreement and contract as GEN.CONDITIONS.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 8. MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.3 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By _____

By _____

V. J. St. Pierre, Jr., Parish President

Henry J. Priloux Owner

Title _____

Title Echo Ventures, Inc

Attest _____

Attest _____

END OF SECTION

2013-0097**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)****ORDINANCE NO. _____**

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 13-1-7, which approved a contract with Meyer Engineers, Ltd. to provide design services for the new Parks and Recreation Equipment Building at 131 Manor Road in Luling, in order to provide for the application for necessary coastal use and levee permits.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 13-1-7 on January 7, 2013 approving and authorizing the execution of a contract with Meyer Engineers, Ltd. to provide design services for the new Parks and Recreation Equipment Building at 131 Manor Road in Luling; and,

WHEREAS, the proposed Recreation Equipment Building will be located within 1,500 feet of the West Bank Mississippi River levee and additional permits are required; and,

WHEREAS, the St. Charles Parish Council desires to comply will all necessary coastal use and levee permits; and,

WHEREAS, Amendment No. 1 will amend the original contract to allow for the payment and application of said permits.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to Ordinance 13-1-7 is hereby approved allowing for the necessary application for coastal use and levee permits.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AMENDMENT NO. 1
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT
FOR
ST. CHARLES PARISH DEPARTMENT OF PARKS AND
RECREATION EQUIPMENT BUILDING

STATE OF LOUISIANA

ST. CHARLES PARISH

This Amendment, made and entered into this ____ day of _____, 2013, by and between the ST. CHARLES PARISH, State of Louisiana, acting herein by and through its Council, hereinafter called the "OWNER", and MEYER ENGINEERS, LTD., an Architect licensed in the State of Louisiana, hereinafter called the "ARCHITECT", herein represented by Richard C. Meyer, President, amends the agreement between the two parties dated January 15, 2013 as described below.

ARTICLE 11: BASIS OF COMPENSATION:

11.3.2 Add the following Additional Services:

Lafourche Levee District Permit (NTE)	\$2,500
Coastal Use Permit (NTE)	\$3,500

Amendment No. 1 authorizes a net increase of \$6,000 which amends the total contract cost from \$82,914 to \$88,914.

All requirements of the aforesaid Agreement dated January 15, 2013, except as specifically modified by this Amendment No. 1, shall remain in full force and effect.

This Amendment No. 1 is executed in two (2) originals. In testimony whereof, they have executed this agreement the day and year first above written. All other terms and conditions, as amended, will remain the same.

WITNESSES: PARISH OF ST. CHARLES
STATE OF LOUISIANA
ST. CHARLES PARISH COUNCIL

BY: _____

WITNESSES: MEYER ENGINEERS, LTD.

BY: _____
RICHARD C. MEYER, PRESIDENT

2013-0102

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
ORDINANCE NO. _____

An ordinance to amend Ordinance No. 13-1-12 to delete the installation of **"No Overnight Parking"** signs on Tristan Lane, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

WHEREAS, on January 22, 2013, the St. Charles Parish Council adopted Ordinance No. 13-1-12 which authorized the installation of "No Overnight Parking" signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville; and,

WHEREAS, said signs will only be installed on Avalon Place and Kaylee Drive in Avalon Subdivision; and,

WHEREAS, it is the desire of the Parish Council to delete the authorization to install said signs on Tristan Lane, Meredith Place, and Laklynn Lane in Avalon Subdivision.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 13-1-12 is hereby amended to delete the installation of **"No Overnight Parking"** signs on Tristan Lane, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

SECTION II. That there is hereby established "No Overnight Parking" signs on Avalon Place and Kaylee Drive in Avalon Subdivision in Hahnville.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013 to become effective five (5) days after publication in the Official Journal.

Amend No Overnight Parking several streets Avalon Subdivision, Hahnville

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2013-0009

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I

ORDINANCE NO. 13-1-12

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "No Overnight Parking" signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

WHEREAS, Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

WHEREAS, In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "No Overnight Parking" signs shall be installed on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: FAUCHEUX, WILSON, BENEDETTO, COCHRAN, FLETCHER,

FISHER-PERRIER

NAYS: SCHEXNAYDRE, HOGAN

ABSENT: NONE

And the ordinance was declared adopted this 22nd day of January, 2013 to become effective five (5) days after publication in the Official Journal.

No Overnight Parking or vehicle storage in Avalon Subdivision, Hahnville

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED: ☒ DISAPPROVED: ☐

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 3:00 pm

RECD BY:

2013-0103

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)**

ORDINANCE NO. _____

An ordinance to amend the 2013 Consolidated Operating and Capital Budget to recognize revenues received prior to year end 2012 relating to the Airport Expansion Agreement, thus increasing the beginning 2013 General Fund balance by \$1,212,000 and to add revenues of \$300,000 under General Fund Account 001-313020 – Airport Expansion Agreement for 2013 Airport Expansion Agreement Revenues.

WHEREAS, the 2013 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 5, 2012 by Ordinance No. 12-11-1, and amended January 8, 2013 by Executive Order No. 13-01, and January 29, 2013 by Executive Order No. 13-02, March 11, 2013 by Ordinance No. 13-3-8; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2013 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2013 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year			
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
BEGINNING FUND BALANCE	56,945,698	73,643,292			80,138,562		68,732,683	
Prior Period Adjustment	-	-			-		-	
FUND BALANCE - RESTATED	56,945,698	73,643,292			80,138,562		68,732,683	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	55,451,093	103,431,154	0.48%	113,718,476	9.95%
TOTAL MEANS OF FINANCING	153,490,588	176,577,603			183,569,716		182,451,159	
EXPENDITURES & OTHER FINANCING USES:								
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	15,423,273	27,558,504	-3.50%	31,373,421	13.84%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	10,137,812	14,500,844	7.29%	15,539,949	7.17%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,744,927	5,773,437	9.09%	6,063,818	5.03%
OTHER CHARGES	789,736	785,886	212,658	612,947	825,605	5.05%	781,836	-5.30%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	-4.91%	3,497,504	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	38,243,303	47,361,663	-38.35%	65,963,235	39.28%
INTERGOVERNMENTAL TRANSFERS	8,539,913	8,539,913	5,982,127	3,392,975	9,375,102	9.78%	9,058,989	-3.37%
	17,701,314	17,701,314	772,514	5,066,597	5,839,111	-67.01%	24,663,340	322.38%
TOTAL	131,250,814	155,004,109	37,570,385	77,266,648	114,837,033		156,942,092	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES								
	(34,705,924)	(52,069,798)			(11,405,879)		(43,223,616)	
ENDING FUND BALANCE	22,239,774	21,573,494			68,732,683		25,509,067	

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
March 8, 2013
REVISION SCHEDULE SUMMARY
CONSOLIDATED BUDGET SUMMARY

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	68,732,683	-	68,732,683
REVENUE	113,418,476	300,000	113,718,476
TOTAL MEANS OF FINANCING	182,151,159	300,000	182,451,159
EXPENDITURES:			
PERSONAL SERVICES	31,373,421	-	31,373,421
OPERATING SERVICES	15,539,949	-	15,539,949
MATERIALS & SUPPLIES	6,063,818	-	6,063,818
OTHER CHARGES	781,836	-	781,836
DEBT SERVICE	3,497,504	-	3,497,504
CAPITAL OUTLAY	65,963,235	-	65,963,235
INTERGOVERNMENTAL	9,058,989	-	9,058,989
TRANSFERS	24,663,340	-	24,663,340
TOTAL EXPENDITURES	156,942,092	-	156,942,092
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	25,209,067	300,000	25,509,067

ST. CHARLES PARISH
2012 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2013
REVISION SCHEDULE SUMMARY
GENERAL FUND

	<u>PRESENT BUDGET SUMMARY</u>	<u>REVISION SUMMARY</u>	<u>REVISED BUDGET SUMMARY</u>
BEGINNING FUND BALANCE	42,234,677	-	42,234,677
REVENUES	<u>34,015,622</u>	<u>300,000</u>	<u>34,315,622</u>
TOTAL MEANS OF FINANCING	<u>76,250,299</u>	<u>300,000</u>	<u>76,550,299</u>
 EXPENDITURES:			
PERSONAL SERVICES	15,694,096	-	15,694,096
OPERATING SERVICES	7,758,694	-	7,758,694
MATERIALS & SUPPLIES	1,044,606	-	1,044,606
OTHER CHARGES	617,061	-	617,061
DEBT SERVICE	3,500	-	3,500
CAPITAL OUTLAY	17,863,464	-	17,863,464
INTERGOVERNMENTAL	2,456,433	-	2,456,433
TRANSFERS	<u>22,462,936</u>	<u>-</u>	<u>22,462,936</u>
 TOTAL EXPENDITURES	<u>67,900,790</u>	<u>-</u>	<u>67,900,790</u>
 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>8,349,509</u>	<u>300,000</u>	<u>8,649,509</u>

**GENERAL FUND REVENUES
SUMMARY STATEMENT**

Description	Present Budget Summary	Revision Summary	Revised Budget Summary
Ad Valorem Taxes	3,367,000	-	3,367,000
General Sales Tax (1/2%)	9,900,000	-	9,900,000
General Sales Tax (3/8%)	7,350,000	-	7,350,000
Alcoholic Beverage Tax	47,000	-	47,000
Airport Expansion Agreement	-	300,000	300,000
Cable TV - Franchise Fees	650,000	-	650,000
Alcoholic Beverage - Low Content	5,000	-	5,000
Alcoholic Beverage - High Content	8,500	-	8,500
License - Occupational General	725,000	-	725,000
License - Insurance	425,000	-	425,000
License - Bingo	1,200	-	1,200
License - Taxi Cabs	100	-	100
Civil Defense	20,000	-	20,000
Dept. of Homeland Security	960,191	-	960,191
Dept. of Housing & Urban Development	437,685	-	437,685
Hazard Mitigation Grant	2,022,734	-	2,022,734
Emergency Food & Shelter	5,000	-	5,000
CSBG-Administration	17,215	-	17,215
CSBG-Program Activities	131,473	-	131,473
Summer Food Service Program	20,000	-	20,000
Energy Assistance	290,000	-	290,000
Home Program	95,000	-	95,000
Land Lease	18,500	-	18,500
Dept. of Interior - CIAP Grant	2,777,100	-	2,777,100
Mass Transit Assistance	75,000	-	75,000
Highway Fund #2	50,000	-	50,000
Economic Dev - Enterprise Fund	50,000	-	50,000
Office of Community Development	145,560	-	145,560
Facility, Planning & Control Grant	260,178	-	260,178
Medicaid Interview	100	-	100
Severance Tax	1,250,000	-	1,250,000
Parish Royalty Fund	415,000	-	415,000
Video Poker	340,000	-	340,000
State Payment in Lieu of Taxes	73,500	-	73,500

REVENUES: (CONT.)

**GENERAL FUND REVENUES
SUMMARY STATEMENT**

Description	Present Budget Summary	Revision Summary	Revised Budget Summary
SPILT - Community Services	30,000	-	30,000
LACAP - Client Education	5,000	-	5,000
Court Costs, Fees, Charges	16,000	-	16,000
Zoning & Subdivision Fees	120,000	-	120,000
Sale of Maps & Publications	900	-	900
Miscellaneous Revenues	1,800	-	1,800
Motor Vehicle Transaction Fee	36,000	-	36,000
Driver's License Reinstatement Fee	1,000	-	1,000
ICC Inspection Fees	200,000	-	200,000
Weed & Grass Cutting Charges	9,000	-	9,000
Weed & Grass Cutting - Tax Roll	12,000	-	12,000
Removal of Derelict Structure Charges	1,550	-	1,550
Animal Control	5,000	-	5,000
Coroner - Other Fees	8,000	-	8,000
Institutional Charges	16,000	-	16,000
Court Fines	4,000	-	4,000
Witness Fees - Deputies	1,000	-	1,000
Criminal Jury Fees-Act 1031 of 2003	115,000	-	115,000
Juvenile Fees	22,000	-	22,000
Interest Earnings	149,000	-	149,000
Interest Earnings - Minimum Premium	170	-	170
Rents/Leases	6,500	-	6,500
Royalties	12,500	-	12,500
Homeowners Road Home Proceeds	83,893	-	83,893
Gifts & Donations	401,050	-	401,050
Revenue for Indirect Cost Allocation	220,000	-	220,000
Transfer from Criminal Court	523	-	523
Indirect Cost Allocation Reimbursement	604,700	-	604,700
TOTAL REVENUES	34,015,622	300,000	34,315,622

2013-0104

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Campo Designs - Architects for necessary professional engineering services associated with Parish Project No. P130103 St Charles Parish Public Works Office Storm Window Retrofit Project.

WHEREAS, the St. Charles Parish Council desires to have the following described projects undertaken:

PROJECT DESCRIPTION:

Engineering Services for Parish Project No. P130103 St Charles Parish Public Works Office Storm Window Retrofit Project. The service will include but will not be limited to serving as Owner's professional engineering/architectural representative for the Project, providing professional engineering consultation and advice, and furnishing customary architectural, civil, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection; and,

WHEREAS, the opinion of probable project budget is as follows:

Engineering Services (Basic and Inspection)	\$	<u>34,660.00</u>
Construction	\$	<u>214,333.00</u>
Other Project Cost	\$	<u>21,433.00</u>
Advertising, Recordation, Land Acquisition, Right-of-Ways, Permits, Surveying, Soil Testing, etc.		
TOTAL PROJECT BUDGET	\$	<u>270,426.00</u>

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the attached contract for Engineering Services between Campo Designs - Architects and the Parish of St. Charles is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

SECTION III.

A. That the necessary funds for the total project budget in the amount \$270,426.00 be allocated to the above described project and appropriated from the Roads and Drainage (112) Fund.

B. That \$ 160,749.98 in Project funding is provided from FEMA federal funds available to the State of Louisiana under the Legislative Pre- Disaster Mitigation Competitive (PDMC) grant program CFDA # 97.047.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2013, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and CAMPO DESIGNS – ARCHITECTS, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the St Charles Parish Public Works Office Storm Window Retrofit Project P130103 as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

This project involves the design and specification of a Retrofit Storm Protection System for all Windows and Doors for the St Charles Parish Public Works Office located at 100 River Oaks in Destrehan. This project includes drawings and specifications to bid to qualified Storm Protection Contractors, as well as bidding administration, construction administration, inspection and close out.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Conceptual Design Report Phase

- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
 - Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
 - Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master project schedule in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Memorandum Phase
 - 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
 - 2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.4 Design Phase

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.
 - Three(3) copies of the contract/bid document for review.
 - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
 - Two(2) copies of the drawings – D Size for review.
 - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

2.5 Bidding Phase

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

During the Construction Phase

- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties,

responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

- 2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of

Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.7 Close-out and Operational Phase

During this Phase, Engineer shall:

- 2.7.1 Provide start-up services for the new facility.
- 2.7.2 Prepare training materials and provide 4 hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.
- 2.7.3 Assemble 4 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
- 2.7.4 Assemble 4 complete sets of approved shop drawings in proper order for Owner's future reference.
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".
- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.8 Resident Engineer and Inspection

- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
- 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
- 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- 2.8.4 Duties and Responsibilities of RPR.
 - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 - 2.8.4.3 Liaison:
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's

- superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
 - Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
 - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
 - Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued

subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make

recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
 - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

 Lump Sum amount of \$ N/A paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing

and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance any Third Party Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following

documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner

and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders

and contracts insofar as such orders or contracts are chargeable to this Agreement.

7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL.

11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or

corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY.

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

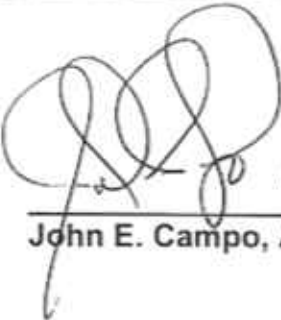
V. J. St. Pierre, Jr.
Parish President

WITNESSES:

CAMPO DESIGNS-ARCHITECTS

Laura Audrey

Stephen R. Truitt
3-14-2013

 AIA

John E. Campo, AIA, Owner

EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Six(6) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original attestation form (section 00470) signed, dated, and notarized.
- Original Employment Status Verification form (section 00475) signed, dated, and notarized.
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480).
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-2 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.
- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

EXHIBIT B (CURVE A CHART)

CONSULTING ENGINEERING

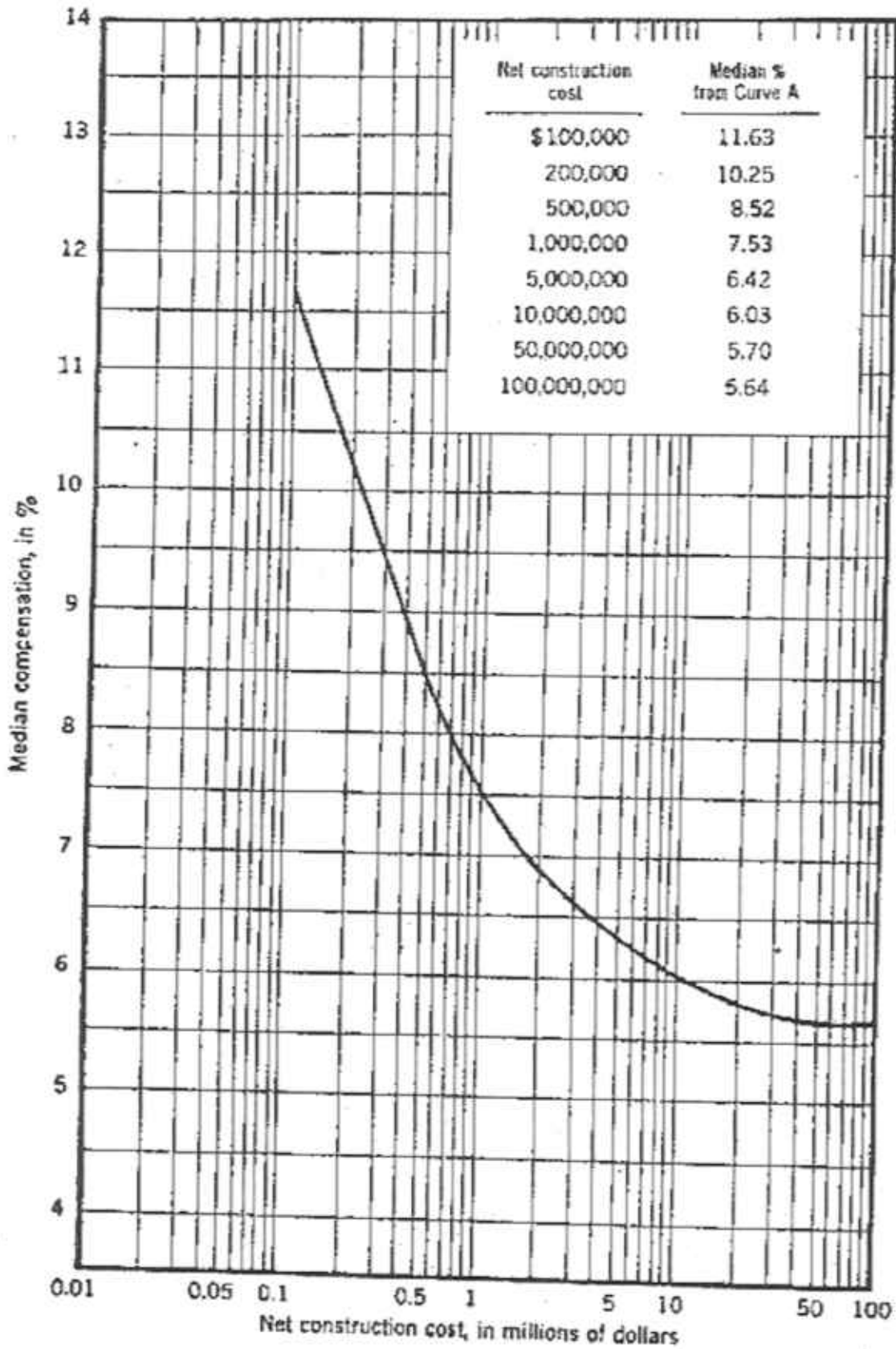


FIG.1.—CURVE A. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1989)

EXHIBIT C

Campo Designs – Architects

HOURLY RATE SCHEDULE

St. Charles Parish

Architectural Services

	<u>Cost Per Hour</u>
Clerical	\$55./hr
Architect Intern	\$75./hr
Project Architect	\$95./hr
Principal Architect	\$125./hr

Non-Salary Expenses

Mileage @ \$.555/Mile

10% Administrative Fee shall be added to all expenses.

2013-0105

INTRODUCED BY: WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III
ORDINANCE NO. _____

An ordinance to rename the portion of Carriage Lane
 (containing municipal addresses 32A, 32B, 37A, and
 37B) to Belle Ormond Circle in Destrehan, LA.

WHEREAS, it is the desire of the residents residing at 32A, 32B, 37A, and 37B
 Carriage Lane that the name be changed to Belle Ormond Circle; and,

WHEREAS, for the purpose of easy and proper identification by Emergency 911
 Service and mail delivery service; and,

WHEREAS, on behalf of the District Councilmember, the Parish Council Office will
 notify present home owners and property owners via the U.S. Postal
 Service of the change in street names.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the following public street in Destrehan, LA be changed:

The portion of Carriage Lane (containing municipal addresses 32A, 32B,
 37A, and 37B) to Belle Ormond Circle.

SECTION II. That a copy of this ordinance be sent to the St. Charles Parish
 Communications District, the St. Charles Parish Planning Department, and the
 U.S. Postal Service.

SECTION III. That the Parish Administration be directed to install the proper
 street signs on the appropriate streets.

The foregoing ordinance having been submitted to a vote, the vote thereon was
 as follows:

And the ordinance was declared adopted this _____ day of _____, 2013
 to become effective five (5) days after publication in the Official Journal.

Street Name Change from Carriage Lane to Belle Ormond Circle-revised!

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000

Today's Date:



Dear Chairman:

Please place my name to address the Council on:

DATE:

3-27-13

SPECIFIC TOPIC:

Bayou Gauche flood gates ?
Solutions for flood.

(*see specific
guidelines on
reverse and
refer to
Parish Charter--
Article VII., Sec. I.)

DOCUMENTS, IF ANY:

YES ☒ NO

NAME:

Telesia Batte

MAILING
ADDRESS:151 Pine St.
Des Allemands, LA 70030

PHONE:

985-258-9366

SIGNATURE:

Telesia Batte

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council.
- Please forward supporting documents to the Council Secretary for distribution to the Parish Council before your scheduled appearance in order for the Council to prepare themselves, if necessary.
- Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- **Slandorous remarks and comments will not be tolerated.** If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

WENDY BENEDETTO
COUNCIL CHAIRMAN

(OVER)



PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000

Today's Date: 4-1-13

Dear Chairman:

Please place my name to address the Council on:

DATE: 4-8-13

SPECIFIC TOPIC: NEW FEMA FIRMS

(*see specific
guidelines on
reverse and
refer to
Parish Charter-
Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES / NO UNCERTAIN AT THIS TIME

NAME: DAVID CHATHAM

MAILING ADDRESS: 146 PINE ST

DES ALLEGANAS, LA

PHONE: 306-0322

SIGNATURE: David Chatham

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

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A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

Wendy Benedetto
WENDY BENEDETTO
COUNCIL CHAIRMAN

(OVER)

2013-0122

PETITION TO ADDRESS THE COUNCIL

52

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-6000

Today's Date: 4-28



Dear Chairman:

Please place my name to address the Council on:

DATE:

April 8, 2013

SPECIFIC TOPIC:

Bayou Gauche Flood maps

(*see specific
guidelines on
reverse and
refer to

Parish Charter--
Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES ☒ NO

NAME:

Ann Marie Morvant

MAILING
ADDRESS:129 Bayou Estates South
Desallendans La 70030

PHONE:

985 758 8812

SIGNATURE:

[Signature]

Dear Constituent:

email - amamtoys@att.net

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

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A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

[Signature]

WENDY BENEDETTO
COUNCIL CHAIRMAN

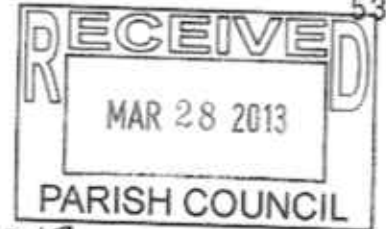
(OVER)



2013-0123

St. Charles Parish Council Chairman
 P. O. Box 302
 Hahnville, LA 70057
 (985) 783-5000

Today's Date:



53

Dear Chairman:

Please place my name to address the Council on:

DATE:

4-8-2013

SPECIFIC TOPIC:

Questions - Flood, Fema Map

(*see specific
 guidelines on
 reverse and
 refer to

Parish Charter--
 Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES / NO

NAME:

Amie Knuppel

MAILING
ADDRESS:

118 Dixie Dr

Des. Allemande, LA 70030

PHONE:

985-758-1150

SIGNATURE:

Amie Knuppel

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

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- > Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

Wendy Benedetto
 WENDY BENEDETTO
 COUNCIL CHAIRMAN

(OVER)

2013-0124

PETITION TO ADDRESS THE COUNCIL

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000

Today's Date: 3-28-13

Dear Chairman:

Please place my name to address the Council on:

DATE: 4-8-13

SPECIFIC TOPIC: Parish Flood

(*see specific
guidelines on
reverse and
refer to
Parish Charter-
Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES ☒ NO

NAME: Nicole Dufrene

MAILING ADDRESS: 114 Cadow St.

Paredis La

PHONE: 7581710

SIGNATURE: Nicole Dufrene

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

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A confirmation letter will follow when your name is placed on the agenda.

Sincerely,

Wendy Benedetto
WENDY BENEDETTO
COUNCIL CHAIRMAN

(OVER)



ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • Fax: (985) 783-5005

Website: www.stcharlesgov.net • E-mail: vj@stcharlesgov.net

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

March 28, 2013



Hon. Wendy Benedetto, Chairwoman
St. Charles Parish Council
P. O. Box 302
Hahnville, LA 70057

Re: Veto of Ordinance No. 2013-0086

Dear Mrs. Benedetto:

This is to advise you that as St. Charles Parish President, I have disapproved by veto the actions of the Council in adopting Ordinance No. 2013-0086 on March 25, 2013. The contract by which Tauzin Consultants, LLC, was employed was for twenty-four months with compensation being billed and paid at the rate of \$10,750.00 monthly. The new contract would be at the same monthly rate for thirty-three months, an increase of \$96,750.00 above the prior contract, which expired on March 31, 2013.

Additionally, the Federal and Louisiana State Constitutions have configured our governments to be composed of separate and exclusive branches; legislative, executive and judicial. The legislative branch makes laws; the executive branch executes and enforces the laws; and the judicial branch interprets those laws. The fundamental precept by which these branches function is through the separation of powers which prohibits encroachment on the duties of any other branch. To do so would be invalid as unconstitutional and could cause abuse and corruption. There is to be no infringement by one branch on the office of any other. And so it is with our "Home Rule Charter"—the Council cannot grant contracts nor can it compel the Parish President to grant or sign a contract.

For these reasons, I respectfully veto Ordinance No. 2013-0086.

Yours Truly

V. J. St. Pierre, Jr.

2013-0086

INTRODUCED BY: LARRY COCHRAN, COUNCILMAN, DISTRICT V
 CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B
 TERRELL D. WILSON, COUNCILMAN, DISTRICT I
 MARY TASTET, COUNCILWOMAN, DISTRICT II
 WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III

ORDINANCE NO. 13-3-14

An ordinance to approve and authorize the execution of an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

WHEREAS, on March 21, 2011 the St. Charles Parish Council adopted Ordinance No. 11-3-4 which approved an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation, including before the Federal Government, which expires on March 31, 2013; and,

WHEREAS, Tauzin has provided direct representation before the Federal Government, including Congress, the Administration and various Federal Agencies, along with representation before various State Government Agencies, for priority projects of St. Charles Parish; and,

WHEREAS, it is the desire of the St. Charles Parish Council to continue the services of Tauzin Consultants, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement for services between Tauzin Consultants, LLC and St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, COCHRAN, FLETCHER,
 FISHER-PERRIER
NAYS: SCHEXNAYDRE, HOGAN
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2013, to become effective five (5) days after publication in the Official Journal.

revised Tauzin

CHAIRMAN: Wendy Benedetto
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: 3-26-13
 APPROVED: _____ DISAPPROVED: ✓
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: 4-1-13
 AT: 10:45 am RECD BY: [Signature]

THIS ORDINANCE WAS RETURNED BY THE PARISH PRESIDENT ON APRIL 1, 2013 AT 10:45 AM AND HAS BEEN DISAPPROVED BY THE PARISH PRESIDENT. THEREFORE, THIS ORDINANCE SHALL BE PRESENTED TO THE COUNCIL AT ITS NEXT REGULAR MEETING TO BE HELD ON APRIL 8, 2013 AT 6:00 PM.

AGREEMENT

THIS AGREEMENT is executed by and between St. Charles Parish, a government entity in the State of Louisiana, created and existing under the laws of the State of Louisiana, (herein called "St. Charles"), and Tauzin Consultants, LLC, (Herein called "Consultant")

In consideration of the mutual promises and covenants set forth herein, St. Charles and the Consultant agree to the following terms:

I. Duties and Responsibilities of Consultant

- (1) St. Charles does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles all according to the terms set out in this Agreement. The principle duties of Consultant shall be to provide services as follows: securing state and federal permits (when applicable) and federal appropriations for a variety of projects including Hurricane Protection levees, new-age infrastructure with emphasis on effective drainage, wastewater, parks and recreation, community needs such as animal control and various stimulus projects.
- (2) In providing the services described herein, Consultant shall be available to St. Charles at times mutually agreeable to both parties during the period this Agreement is in effect.

II. Terms of Agreement

- (1) This Agreement shall be effective for a period of thirty-three (33) months beginning **April 1, 2013**. The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.

- (2) This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles over and above those specified herein, but yet undefined, which services shall be referred to as “special other services or projects,” the details of which shall be set forth in a separate written supplement to this Agreement at the time any “special project” is assigned by St. Charles to Consultant.

III. Compensation

- (1) Beginning **April 1, 2013**, St. Charles agrees to pay Consultant a fee of One Hundred Twenty Thousand (\$120,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of this Agreement. The fee shall be paid monthly at the rate of Ten Thousand (\$10,000.00) dollars per month for services enumerated on a request for payment form approved by St. Charles.
- (2) Additionally, St. Charles agrees to pay Consultant 7.5% of the contract amount, Nine Thousand (\$9,000.00) dollars per annum for the period this contract is in effect for expenses (including travel, office expenses, entertainment, etc.) The fee shall be paid monthly at the rate of Seven Hundred Fifty (\$750.00) dollars per month enumerated on the request for payment form approved by St. Charles.
- (3) Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles.
- (4) Payment to Consultant shall be by check to Consultant (Tax I.D. Number is 27-3153542). Such payment shall discharge St. Charles of any further obligation with regard to the services performed for which payment has been made.

IV. Confidentiality

Consultant acknowledges that in the course of performing assignments for St. Charles, Consultant will be exposed to confidential, proprietary,

educational and administrative information of St. Charles. Any confidential information acquired by the Consultant shall not be disclosed by him to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of the Agreement provided, that Consultant's obligation to keep information which (a) was known to Consultant, as evidenced by his written records, prior to the receipt of authoritative disclosures; or (b) hereinafter becomes generally known to the public through no fault of the Consultant.

This Agreement shall be effective on and after **April 1, 2013** and shall terminate on **December 31, 2015** unless otherwise extended, re-negotiated or terminated for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Tauzin Consultants, LLC

St. Charles Parish

BY _____
Printed Name
Title

BY _____
Printed Name *v.J. St. Pierre, Jr.*
Title Parish President

DATED _____

DATED _____

2013-0119

RESOLUTION NO. _____

A resolution authorizing the Chairman or the Secretary to offer no objection to Valero Refining-New Orleans, LLC, CUP #P20130036 for a permit for proposed railcar unloading turnouts (890' in length) to provide access from the existing railroad for railcars carrying raw materials to the Valero St. Charles Refinery (VSCR) and to propose to provide a tank for storage of materials received via railcar prior to distribution to the plant, and to provide overhead piping to run between a Praxair Facility, American Petroleum Institute (API) Separator, and VSCR to transport various materials to and from these site features, Valero St. Charles Refining Facility, Norco, in St. Charles Parish, Louisiana.

BE IT RESOLVED by the St. Charles Parish Council acting as the Governing Authority of the Parish:

SECTION I. That the Chairman or the Secretary be and is hereby authorized to offer **NO OBJECTION** in connection with the application of Valero Refining-New Orleans, LLC, CUP #P20130036 for a permit for proposed railcar unloading turnouts (890' in length) to provide access from the existing railroad for railcars carrying raw materials to the Valero St. Charles Refinery (VSCR) and to propose to provide a tank for storage of materials received via railcar prior to distribution to the plant, and to provide overhead piping to run between a Praxair Facility, American Petroleum Institute (API) Separator, and VSCR to transport various materials to and from these site features, Valero St. Charles Refining Facility, Norco, in St. Charles Parish, Louisiana.

SECTION II. That the offer of no objection shall be issued contingent upon the said Valero Refining-New Orleans, LLC, their transferees, and/or assigns agreeing to and complying with the provision that should changes in the conditions in the vicinity be required in the future, they will make such changes as may be necessary to satisfactorily meet the situation and shall bear the cost thereof.

SECTION III. That a copy of this resolution shall be forwarded to all interested parties.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

NO OBJECT Valero Refining-New Orleans, LLC

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

Applicant: Valero Refining New Orleans, LLC c/o Environ International Corporation

Location: Saint Charles Parish, La; Lat 29° 59' 20.79"N / Long -90° 23' 23.18"W; Valero St. Charles Refining Facility, Norco LA 70079

Activity: Proposed railcar unloading turnouts (890' in length) to provide access from the existing railroad railcars carrying raw materials to the Valero St. Charles refinery (VSCR). In addition, the project proposes to provide a tank for storage of materials received via railcar prior to distribution to the plant, and to provide a tank for storage of materials received via railcar prior to distribution to the plant, and to provide overhead piping to run between a Praxair Facility, American Petroleum Institute (API) Separator and VSCR to transport various materials to and from these site features. Approximately 15,067 cu. yards of native material will be excavated and used as fill onsite; and 3,162 cu. yds. Of hauled in dirt will be used as fill for this project. Approximately 4.05 acres of non-wetlands and 0.75 acres of wetlands may be impacted as a result of this proposed activity.

Coastal Zone Management Section Recommendation:

Approval

Coastal Zone Advisory Committee Recommendation:

Motion by: Melancon **Second by:** Carlson

The foregoing having been submitted to a vote, the vote thereon was as follows:

YEAS: Carlson, Wagespack, Thigpen, Melancon, Matherne, Smith

NAYS: None

ABSENT: Oubre, Cambre

Recommendation: Send letter of **NO OBJECTION**.

Comments:

There was no public comment.

PUBLIC NOTICE

March 01, 2013

STATE OF LOUISIANA
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF COASTAL MANAGEMENT
P.O. BOX 44487
BATON ROUGE, LA 70804-4487

Phone: (225) 342-8917
Fax: (225) 342-9439
Email: sara.krupa@la.gov

OCM REVIEWER:
Sara Krupa

CUP NUMBER:
P20130036



- NAME:** VALERO REFINING- NEW ORLEANS, LLC
c/o ENVIRON INTERNATIONAL CORPORATION
650 POYDRAS STREET, SUITE 1400
NEW ORLEANS, LA 70130
Attn: Adam Goodine
- LOCATION:** Saint Charles Parish, LA; Lat 29° 59' 20.79"N / Long -90° 23' 23.18"W; Valero St. Charles Refining Facility, Norco, LA 70079
- DESCRIPTION:** Proposed railcar unloading turnouts (890' in length) to provide access from the existing railroad for railcars carrying raw materials to the Valero St. Charles Refinery (VSCR). In addition, the project proposes to provide a tank for storage of materials received via railcar prior to distribution to the plant, and to provide overhead piping to run between a Praxair Facility, American Petroleum Institute (API) Separator, and VSCR to transport various materials to and from these site features. Approximately 15,067 cu. yards of native material will be excavated and used as fill onsite; and 3,162 cu. yds. of concrete, 4,550 cu. yds. of crushed stone/gravel, and 7,233 cu. yds. of hauled in dirt will be used as fill for this project. Approximately 4.05 acres of non-wetlands and 0.75 acres of wetlands may be impacted as a result of this proposed activity.

NOTICE the Louisiana Department of Natural Resources, Office of Coastal Management (OCM) has received the above application for a Coastal Use Permit (CUP) in accordance with the State and Local Coastal Resources Management Act of 1978, as amended, (Louisiana R.S. 49:214.21-214.41), and the rules and regulations of the Coastal Resources Program. Applications for the proposed work may be inspected at 617 North 3rd Street, Room 1078, Baton Rouge, LA or on the OCM web page at: <http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=591>. Copies may be obtained upon payment of cost of copying. Written comments, including suggestions for modifications or objections to the proposed work and stating the reasons thereof, are being solicited from the public. Comments must be received within 25 days of the date of publication of this notice. Comments should be uploaded to our electronic record, but may be mailed, faxed or emailed to the designated OCM Reviewer. All comments must contain the appropriate application number and the commenter's full name and contact information.

The public comment period for Coastal Use Permit applications begins on the date of publication of notice in the official journal (The Advocate), in accordance with LAC 43:1. 723(C)(5)(c). OCM will provide this date on request.

Any person may request, in writing, within the comment period specified in this notice, that a State or Federal public hearing be held to consider this application. Requests for public hearings shall state, with particularity,

the reasons for holding a public hearing and must contain the name and contact information of the requester.

Attached plats: 1) P20130036 Notice Plats 02/04/2013



Louisiana Department of Natural
Resources
Office of Coastal Management
(OCM)

Joint Permit Application For Work Within the Louisiana Coastal Zone



U.S. Army Corps Of Engineers
(COE)
New Orleans District

[Print Application](#)

Permit Number: P20130036

Date Received: 02/04/2013

Step 1 of 15 - Applicant Information

Applicant/Company Name: Valero Refining - New Orleans, LLC **Applicant Type:** INDUSTRY/OIL AND GAS

Mailing Address: 14902 River Road
Norco, LA 70079

Contact Information: Rob Martin

Daytime: 985 764 8611 **Fax:** 985 764 8673 **Contact Email:** rob.martin@valero.com

Step 2 of 15 - Agent Information

Company Name: ENVIRON International Corporation

Mailing Address: 4714 Earhart Boulevard
Suite B
New Orleans, LA 70131

Contact Information: Adam Goodine

Daytime: 504 299 3456 **Fax:** 504 299 3494 **Contact Email:** agoodine@environcorp.com

Step 3 of 15 - Permit Type

☒ Coastal Use Permit (CUP) ☐ Solicitation of Views (SOV) ☐ Request for Determination (RFD)

Step 4 of 15 - Pre-Application Activity

a. Have you participated in a Pre-Application or Geological Review Meeting for the proposed project?

☐ No ☒ Yes Date meeting was held: 11/08/2012

Attendees: A. Goodine, R. Martin Sara Krupa James Little
(Individual or Company Rep) (OCM Representative) (COE Representative)

b. Have you obtained an official wetland determination from the COE for the project site?

☐ No ☒ Yes JD Number: MVN-2012-02165-SY

c. Is this application a mitigation plan for another CUP?

☒ No ☐ Yes OCM Permit Number:

Step 5 of 15 - Project Information

a. Describe the project:

The purpose of the Railcar Unloading Facility Project is to provide access from the existing railroad for railcars carrying raw materials to the Valero St. Charles Refinery (VSCR), to provide a tank for storage of materials received via railcar prior to distribution to the plant, and to provide overhead piping to run between a Praxair Facility, American Petroleum Institute (API) Separator, and VSCR to transport various materials to and from these site features.

b. Is this application a change to an existing permit?

☒ No ☐ Yes OCM Permit Number:

c. Have you previously applied for a permit or emergency authorization for all or any part of the proposed project?

☒ No ☐ Yes

Agency Name	Permit Number	Decision Status	Decision Date
-------------	---------------	-----------------	---------------

OCM

COE

Other

Step 6 of 15 - Project Location

a. Physical Location

Street:

City: Norco Parish: SAINT CHARLES Zip: 70079

Water Body:

b. Latitude and Longitude

Latitude: 29 59 20.79 Longitude: -90 23 23.18

c. Section, Township, and Range

Section #: Township #: 12S Range #: 8E

Section #: Township #: Range #:

d. Lot, Tract, Parcel, or Subdivision Name

Lot #: Parcel #:

Tract #: Subdivision Name:

e. Site Direction:

Take Interstate 10 from either Baton Rouge or New Orleans to Interstate 310 South toward Destrehan/Luling. Proceed to Exit 2 and merge onto Highway 61 West (Airline Highway). Take Airline Highway beyond Cypress Village Shopping Center and East Harding Street to Prospect Avenue and turn left. Travel through the refinery to River Road and turn left. The gate entrance to the refinery will be on the left and access to the refinery interior will be granted for scheduled appointments.

Step 7 of 15 - Adjacent Landowners

Adjacent Landowner : Kathryn B. Gore

Mailing Address: 450 Audubon Boulevard
New Orleans, , LA 70125

Step 8 of 15 - Project Specifics

a. **Project Name and/or Title:** Railcar Unloading Facility in St. Charles

b. **Project Type:** Non-Residential

c. **Source of Funding:** Private

d. **What will be done for the proposed project?**

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Bridge/Road | <input type="checkbox"/> Home Site/Driveway | <input checked="" type="checkbox"/> Pipeline/Flow Line | <input type="checkbox"/> Rip Rap/Erosion Control |
| <input type="checkbox"/> Bulkhead/Backfill | <input type="checkbox"/> Levee Construction | <input type="checkbox"/> Plug/Abandon | <input checked="" type="checkbox"/> Site Clearance |
| <input checked="" type="checkbox"/> Drainage Improvements | <input type="checkbox"/> Dredging | <input type="checkbox"/> Production Barge/Structure | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Drill Barge/Structure | <input type="checkbox"/> Prop Washing | <input type="checkbox"/> Vegetative Plantings | <input type="checkbox"/> Wharf/Pier/Boathouse |
| <input type="checkbox"/> Drill Site | <input checked="" type="checkbox"/> Pilings | <input type="checkbox"/> Remove Structures | |
| <input checked="" type="checkbox"/> Fill | <input type="checkbox"/> Marina | <input checked="" type="checkbox"/> Major Industrial/Commercial | |
| <input type="checkbox"/> Other: | | | |

e. **Why is the proposed project needed?**

Please see the Needs and Alternatives Analysis document attached to this application.

Step 9 of 15 - Project Status

a. **Proposed project start date:** 03/01/2013 **Proposed project completion date:** 01/01/2014

b. **Is any of the project work in progress?**

☒ No ☐ Yes

c. **Is any of the project work complete?**

☒ No ☐ Yes

Step 10 of 15 - Structures, Materials, and Methods for the Proposed Project

a. **Excavations**

15067 yd³

1.9 Acres

b. Fill Areas

30012 yd³

2.8 Acres

c. Fill Materials

- ☒ Concrete: 3162 yd³
- ☐ Rock: yd³
- ☒ Crushed Stone or Gravel: 4550 yd³
- ☐ Sand: yd³
- ☒ Excavated and placed onsite: 15067 yd³
- ☒ Hauled in topsoil/Dirt: 7233 yd³
- ☐ Excavated and hauled offsite: yd³
- ☐ Other: yd³

d. What equipment will be used for the proposed project?

- ☐ Airboat
- ☒ Bulldozer/Grader
- ☐ Marsh Buggy
- ☒ Backhoe
- ☐ Dragline/Excavator
- ☒ Other Tracked or Wheeled Vehicles
- ☐ Barge Mounted Bucket Dredge
- ☐ Handjet
- ☐ Self Propelled Pipe Laying Barge
- ☐ Barge Mounted Drilling Rig
- ☐ Land Based Drilling Rig
- ☐ Tugboat
- ☒ Other: heavy crane and associated equipment

Step 11 of 15 - Project Alternatives

a. Total acres of wetlands and/or waterbottoms filled and/or excavated.

0.75 acres

b. What alternative locations, methods, and access routes were considered to avoid impact to wetlands and/or waterbottoms?

Please see the Needs and Alternatives Analysis document provided within this application. This document discusses locations, methods, and access routes considered in order to avoid, reduce, and ultimately minimize wetland impacts as a result of this action.

c. What efforts were made to minimize impact to wetlands and/or waterbottoms?

Please see the Needs and Alternatives Analysis document provided within this application. This document discusses locations, methods, and access routes considered in order to avoid, reduce, and ultimately minimize wetland impacts as a result of this action.

d. How are unavoidable impacts to vegetated wetlands to be mitigated?

Please see the Needs and Alternatives Analysis document provided within this application. This document discusses how unavoidable impacts to vegetated wetlands will be mitigated through purchase of mitigation credits from an offsite mitigation bank.

Step 12 of 15 - Permit Type and Owners

a. Are you applying for a Coastal Use Permit?

☐ No ☒ Yes

b. Are you the sole landowner/oyster lease holder?

☒ No ☐ Yes

- ☒ The applicant is an owner of the property on which the proposed described activity is to occur.
- ☒ The applicant has made reasonable effort to determine the identity and current address of the owner(s) of the land on which the proposed described activity is to occur, which included, a search of the public records of the parish in which the proposed activity is to occur.
- ☒ The applicant hereby attests that a copy of the application has been distributed to the following landowners/oyster lease holders.

Landowner/Oyster Lease Holder: Kathryn B. Gore
Mailing Address: 450 Audubon Boulevard
City/State/Zip: New Orleans LA 70125

c. Does the project involve drilling, production, and/or storage of oil and gas?

☐ No ☒ Yes

I, Ralph Phillip hereby certify that I am the Vice President and General Manager of Valero St. Charles Refinery, hereinafter referred to as the Applicant and that I have authority to act on behalf of and bind that legal entity, and by submission of the application I certify that the information in the application is true and correct to the best of my knowledge, and that Applicant has provided a complete list of the requirements for protection of health, safety and the environment, and that Applicant is in full compliance with all applicable safety and environmental regulations as listed in the attached sheet, specifically including when applicable, LAC 43:XIX.111 Diverter Systems and Blowout Preventers.

Step 13 of 15 - Maps and Drawing Instructions

NEEDSALTSJUSTIFICATION.pdf	01/10/2013 11:09:20 AM
ATTACHMENTCACOEJD.pdf	01/10/2013 11:09:20 AM
ATTACHMENTBREGSLIST.pdf	01/10/2013 11:09:21 AM
ATTACHMENTAFIGURES.pdf	01/10/2013 11:09:21 AM
LDNRResponse02.04.13.pdf	02/04/2013 03:43:22 PM
Figures02.04.13.pdf	02/04/2013 03:43:22 PM

Step 14 of 15 - Payment

The fee for this permit is: \$100.00

Step 15 of 15 - Payment Processed

Applicant Information

Applicant Name: Valero Refining - New Orleans, LLC
Address: 14902 River Road
City/State/Zip: Norco, LA 70079

Application Information

Permit Type: CUP

To the best of my knowledge the proposed activity described in this permit application complies with, and will be conducted in a manner that is consistent with the Louisiana Coastal Resources Program. If applicable, I also certify that the declarations in Step 12c, oil spill response, are complete and accurate.

[View Comments related to this project](#)



2013-0120**RESOLUTION NO. _____**

A resolution authorizing the Chairman or the Secretary to offer no objection to Shell Pipeline Company, MVN 2012-2684-CU, WQC 121203-01, CUP #P20121437 for a permit for the proposed installation of a 12" pipeline measuring approximately 19.11 miles in length from Marathon's Garyville refinery to Motiva's Norco refinery. This project will also involve the removal of an existing 6" line that the proposed 12" line will replace, Section 62 T11S-R6E, St. Charles Parish, Louisiana.

BE IT RESOLVED by the St. Charles Parish Council acting as the Governing Authority of the Parish:

SECTION I. That the Chairman or the Secretary be and is hereby authorized to offer **NO OBJECTION** in connection with the application of Shell Pipeline Company, MVN 2012-2684-CU, WQC 121203-01, CUP #P20121437 for a permit for the proposed installation of a 12" pipeline measuring approximately 19.11 miles in length from Marathon's Garyville refinery to Motiva's Norco refinery. This project will also involve the removal of an existing 6" line that the proposed 12" line will replace, Section 62 T11S-R6E, St. Charles Parish, Louisiana.

SECTION III. That the offer of no objection shall be issued contingent upon the said Shell Pipeline Company, their transferees, and/or assigns agreeing to and complying with the provision that should changes in the conditions in the vicinity be required in the future, they will make such changes as may be necessary to satisfactorily meet the situation and shall bear the cost thereof.

SECTION IV. That a copy of this resolution shall be forwarded to all interested parties.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

NO OBJECT Shell Pipeline Company

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

Applicant: Shell Pipeline Company c/o Shell Pipeline Company LP

Location: Saint Charles, Saint John the Baptist Parishes, LA; Section 62 T11S-R6E, proposed line P.O.

B. at Lat 30° 04' 55.9"N/Long -90° 36' 10.6"W, and P.O.E. at Lat 29° 59' 53.3"N/Long -90° 23' 49.7"W.

Activity: Proposed installation of a 12" pipeline measuring approximately 19.11 miles in length from Marathon's Garyville refinery to Motiva's Norco refinery. The proposed route was chosen to follow existing pipelines as much as possible, only 1.35 of the 19.11 miles will not parallel existing lines. Also, this project will involve the removal of an existing 6" line that the proposed 12" line will replace. To avoid additional impacts to wetland habitat, portions of the 6" line will be left in place. Approximately 41.3 acres of wetland habitat may be impacted as a result of this proposed project.

Coastal Zone Management Section Recommendation:

Approval

Coastal Zone Advisory Committee Recommendation:

Motion by: Melancon **Second by:** Wagespack

The foregoing having been submitted to a vote, the vote thereon was as follows:

YEAS: Carlson, Wagespack, Thigpen, Melancon, Matherne, Smith

NAYS: None

ABSENT: Oubre, Cambre

Recommendation: Send letter of **NO OBJECTION**

Comments:

Mr. Rex Ritter spoke on behalf of Shell Pipeline.

JOINT PUBLIC NOTICE

February 22, 2013

DEPARTMENT OF THE ARMY
NEW ORLEANS DISTRICT
CORPS OF ENGINEERS
REGULATORY FUNCTIONS BRANCH
P.O. BOX 60267
NEW ORLEANS, LA 70160

STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL
QUALITY
OFFICE OF ENVIRONMENTAL
SERVICES
P.O. BOX 4313
BATON ROUGE, LA 70821-4313



Phone (504) 862-1588

Fax (504) 862-2574

Phone (225) 219-3225

Fax (225) 325-8250

Phone (225) 342-7943

Fax (225) 342-9439

Email jesse.deroche@la.gov

COE REVIEWER:

Doris Terrell

DEQ REVIEWER:

Jamie Phillippe

OCM REVIEWER:

Jesse Deroche

COE NUMBER:

MVN- 2012- 2684- CU

WQC NUMBER:

121203- 01

CUP NUMBER:

P20121437

NAME: SHELL PIPELINE COMPANY
c/o SHELL PIPELINE COMPANY LP
P.O. BOX 2648, TSP 1563
HOUSTON, TX 77252
Attn: Sheila Mitchell

LOCATION: Saint Charles, Saint John The Baptist Parishes, LA; Section 62 T11S-R6E, proposed line P.O.B. at Lat 30° 04' 55.9"N / Long -90° 36' 10.6"W, and P.O.E. at Lat 29° 59' 53.3"N / Long -90° 23' 49.7"W.

DESCRIPTION: Proposed installation of a 12" pipeline measuring approximately 19.11 miles in length from Marathon's Garyville refinery to Motiva's Norco refinery. The proposed route was chosen to follow existing pipelines as much as possible; only 1.35 of the 19.11 miles will not parallel existing lines. Also, this project will involve the removal of an existing 6" line that the proposed 12" line will replace. To avoid additional impacts to wetland habitat, portions of the 6" line will be left in place. Approximately 41.3 acres of wetland habitat may be impacted as a result of this proposed project.

NOTICE the Louisiana Department of Natural Resources, Office of Coastal Management (OCM) has received the above application for a Coastal Use Permit (CUP) in accordance with the State and Local Coastal Resources Management Act of 1978, as amended, (Louisiana R.S. 49:214.21-214.41), and the rules and regulations of the Coastal Resources Program. Applications for the proposed work may be inspected at 617 North 3rd Street, Room 1078, Baton Rouge, LA or on the OCM web page at: <http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=591>. Copies may be obtained upon payment of cost of copying. Written comments, including suggestions for modifications or objections to the proposed work and stating the reasons thereof, are being solicited from the public. Comments must be received within 25 days of the date of publication of this notice. Comments should be uploaded to our electronic record, but may be mailed, faxed or emailed to the designated OCM Reviewer. All comments must contain the appropriate application number and the commenter's full name and contact information.

Application also has been made to the Louisiana Department of Environmental Quality, Office of Environmental Services for a Water Quality Certification in accordance with La. R.S. 30:2074(A)(93), and Section 401 of the Clean Water Act (P.L. 95-217). Additional information is on file with the above office, and may be inspected at any time between 8:00 a.m. and 4:30 p.m. weekdays. Copies may be obtained upon payment of cost of copying. Comments concerning the application can be filed with the Office of Environmental Services within 20 days of this notice to the following address: Office of Environmental Services, P. O. Box 4313, Baton Rouge, LA 70821-4313.

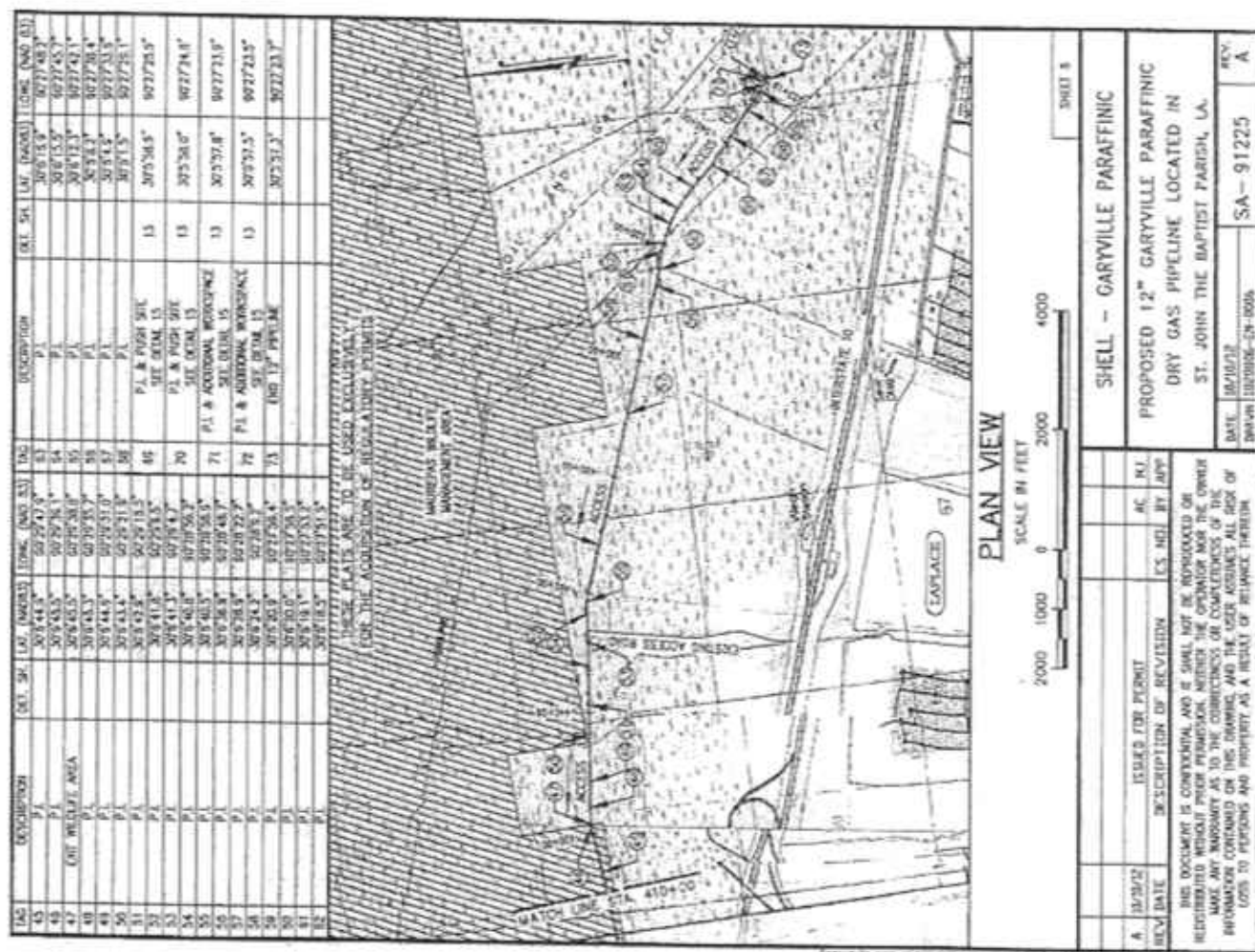
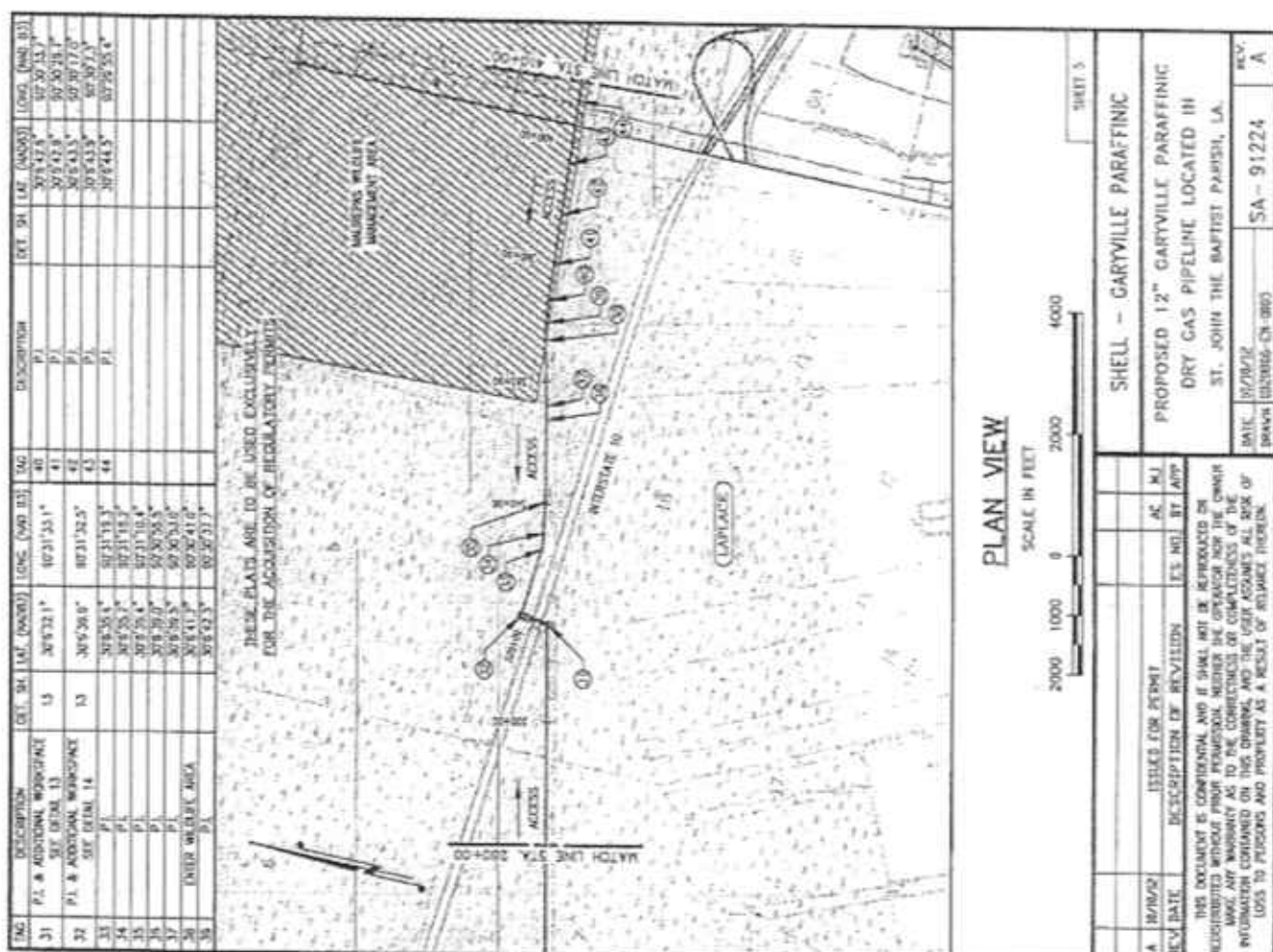
The public comment period for Coastal Use Permit and Water Quality Certification applications begins on the date of publication of notice in the official journal (The Advocate), in accordance with LAC 43:I. 723(C)(5)(c). OCM will provide this date on request.

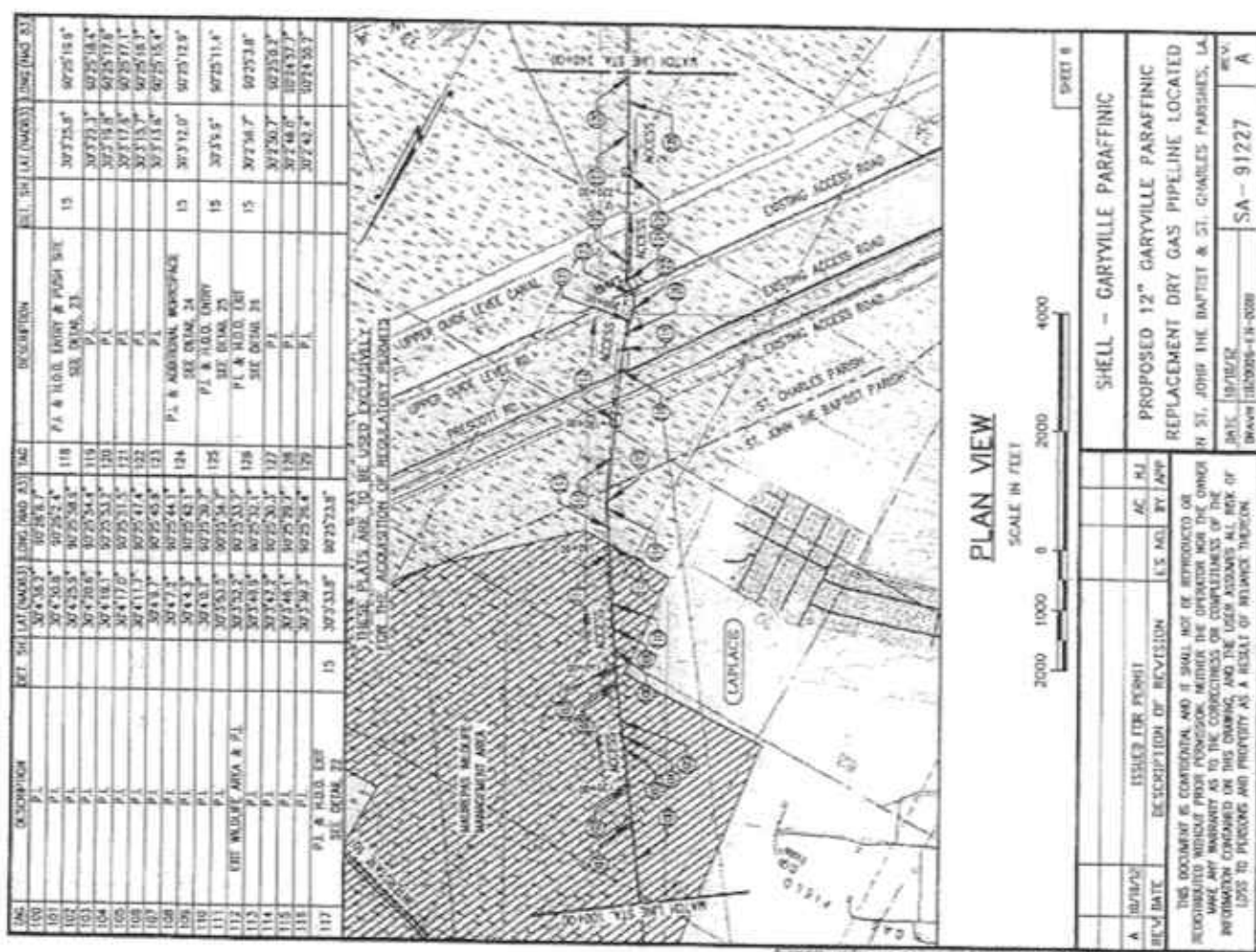
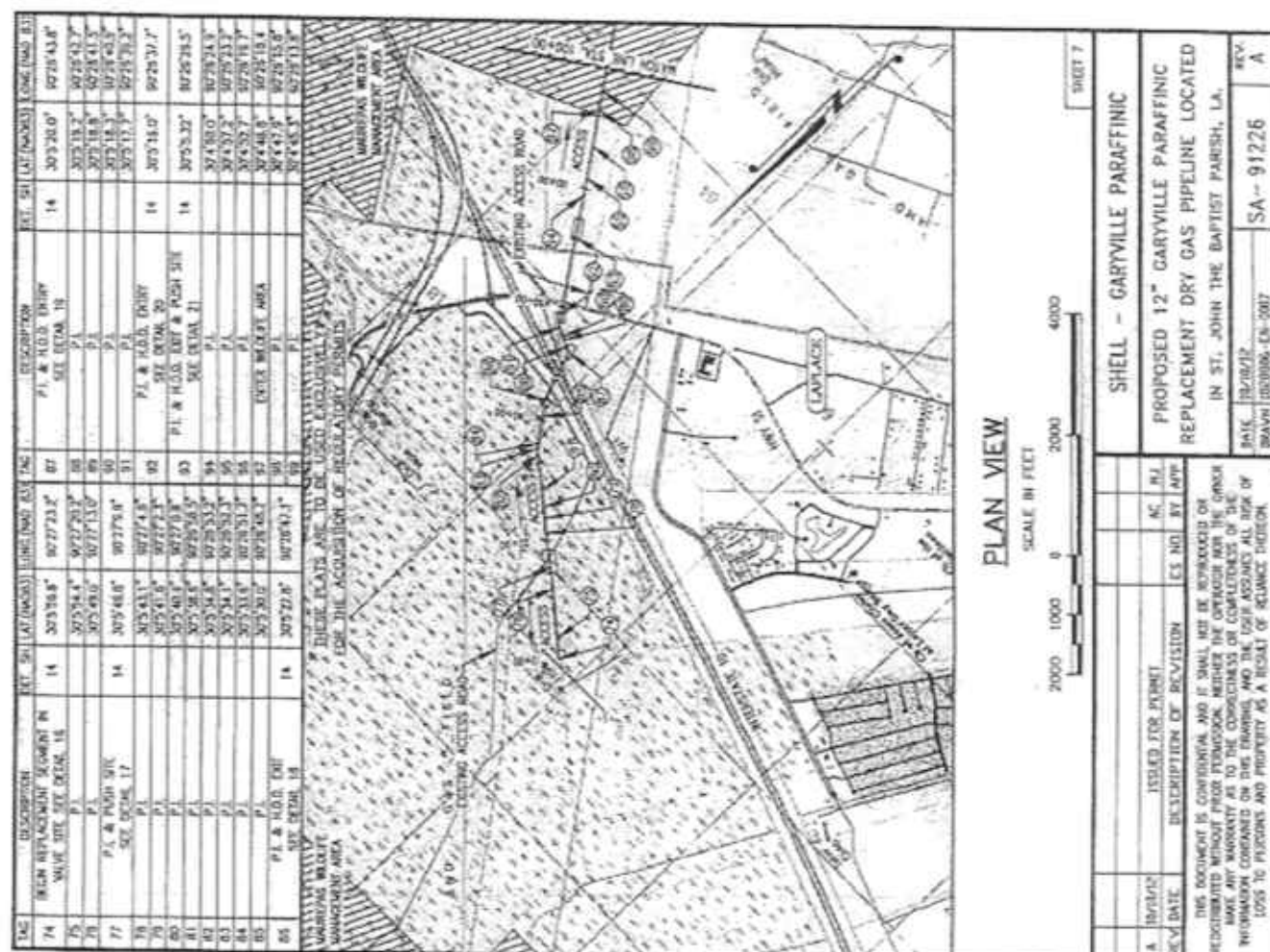
Additionally, interested parties are hereby notified that application has been received by the District Engineer

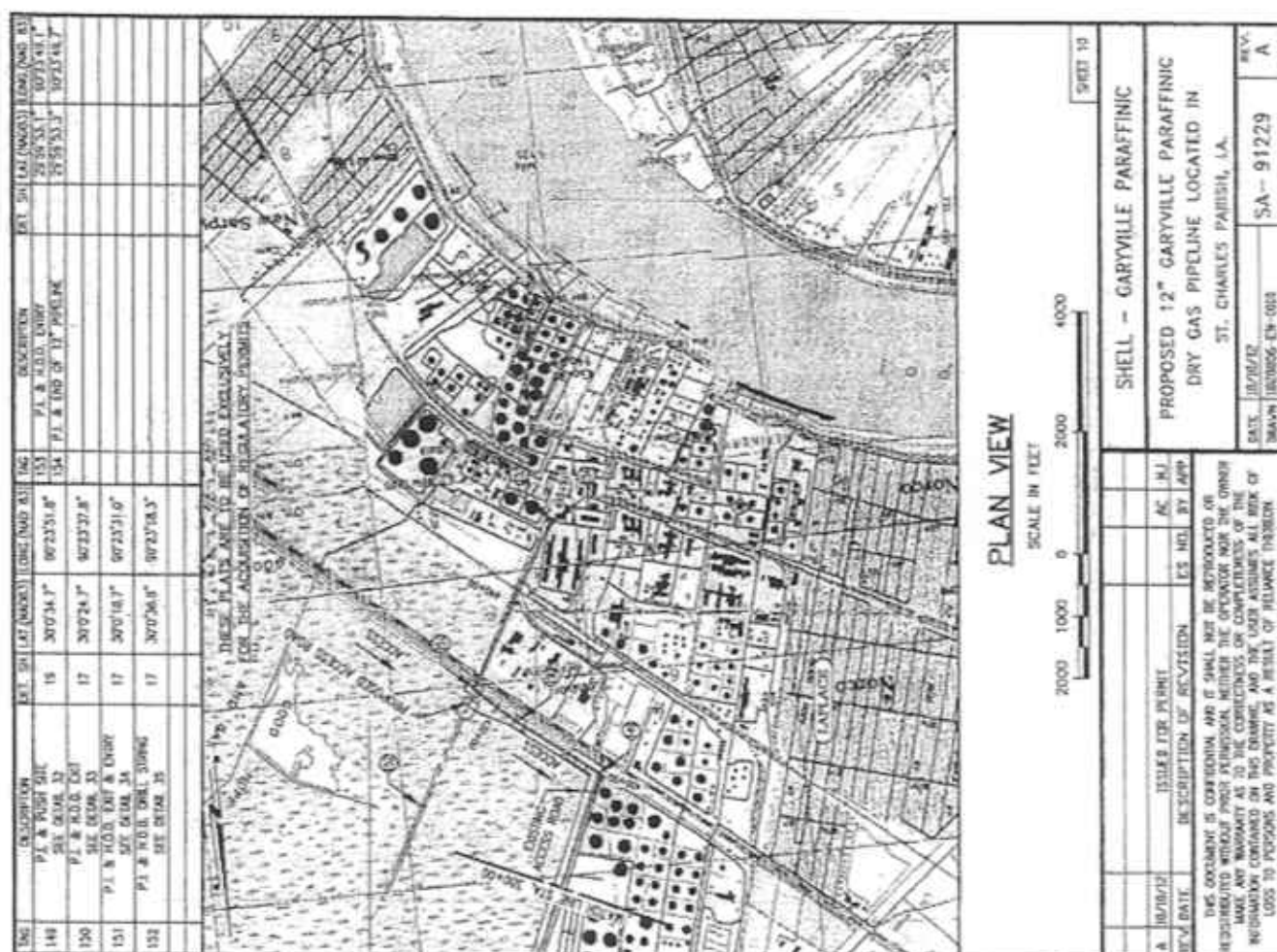
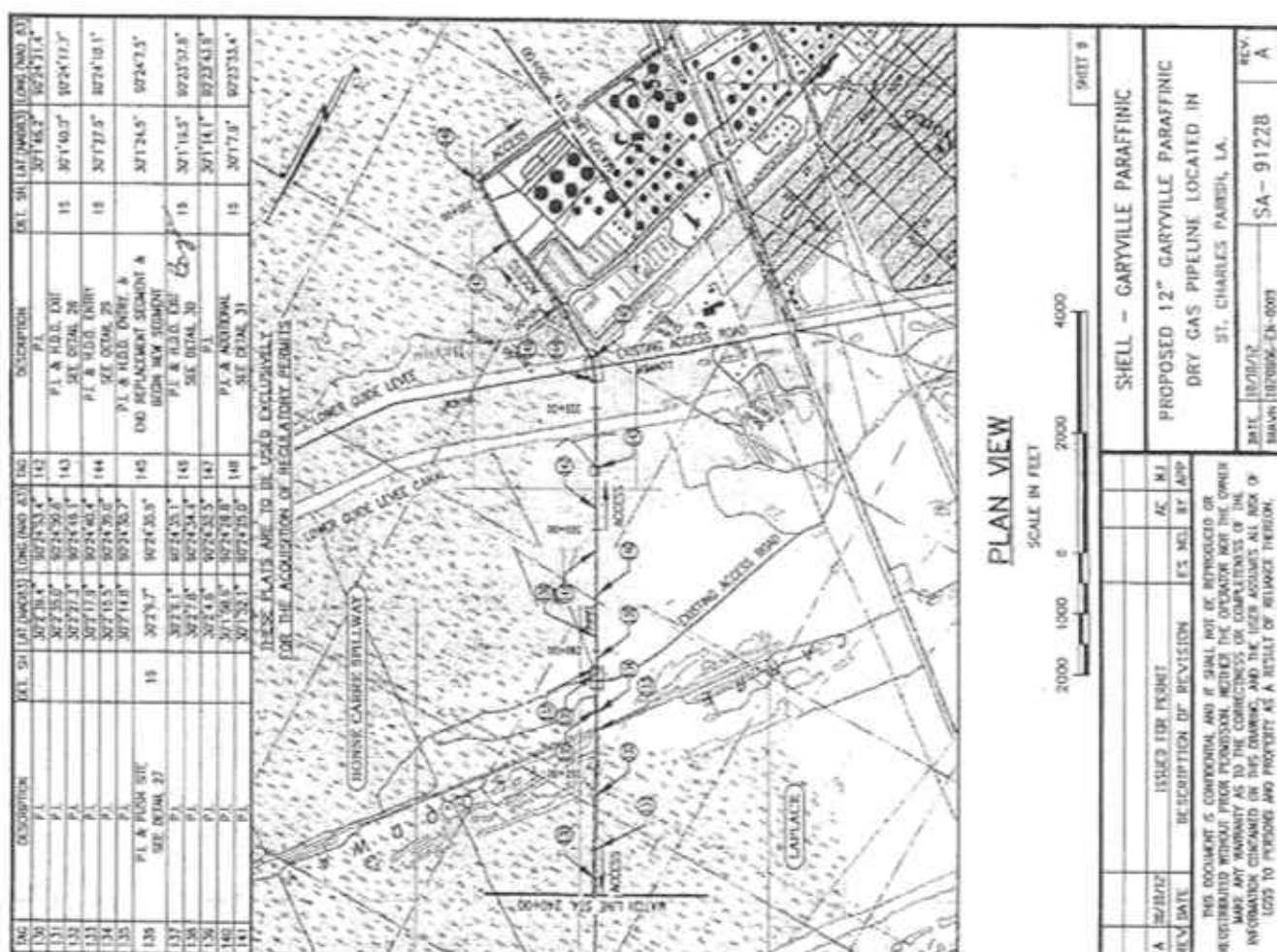
for a Department of the Army permit to authorize the following pursuant to Section 404 of the Clean Water Act (86 Stat. 816; 33 USC 1344) and/or Section 10 of the River and Harbor Act of 1899 (33 USC 403). The notice and notice policies of the Corps of Engineers - New Orleans District can be found on their webpage at: <http://www.mvn.usace.army.mil/ops/regulatory/publicnotices.asp>.

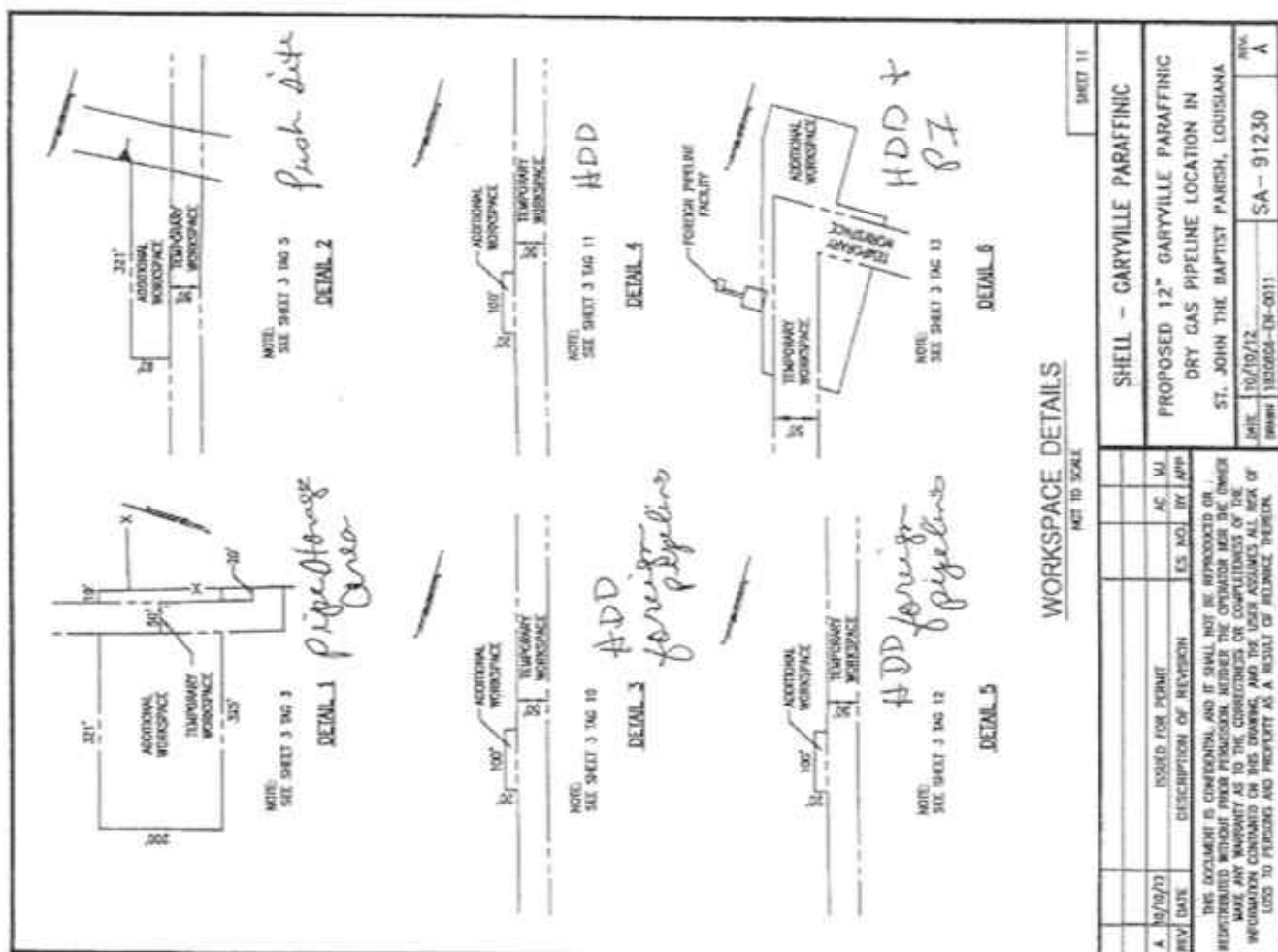
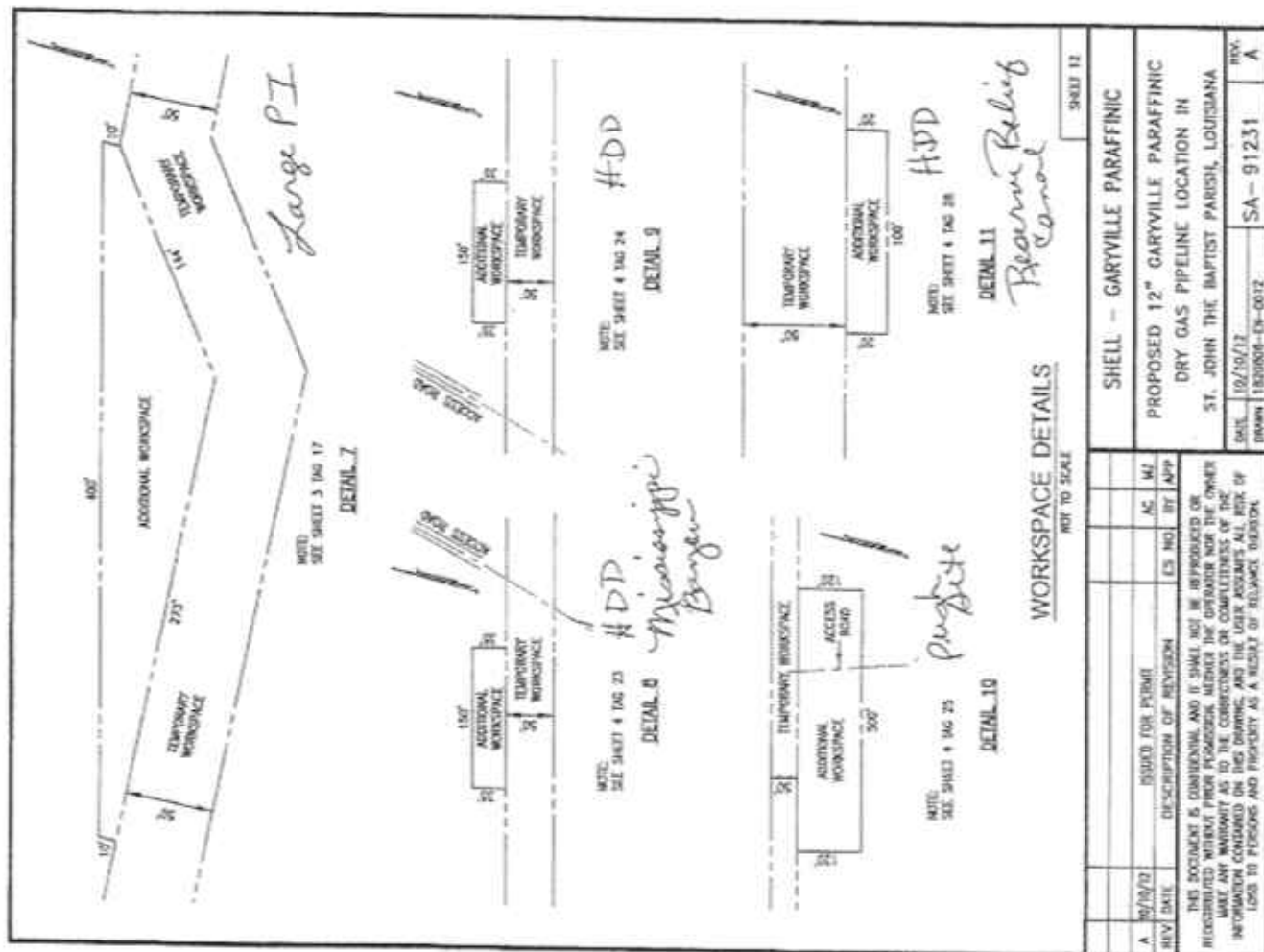
Any person may request, in writing, within the comment period specified in this notice, that a State or Federal public hearing be held to consider this application. Requests for public hearings shall state, with particularity, the reasons for holding a public hearing and must contain the name and contact information of the requester.

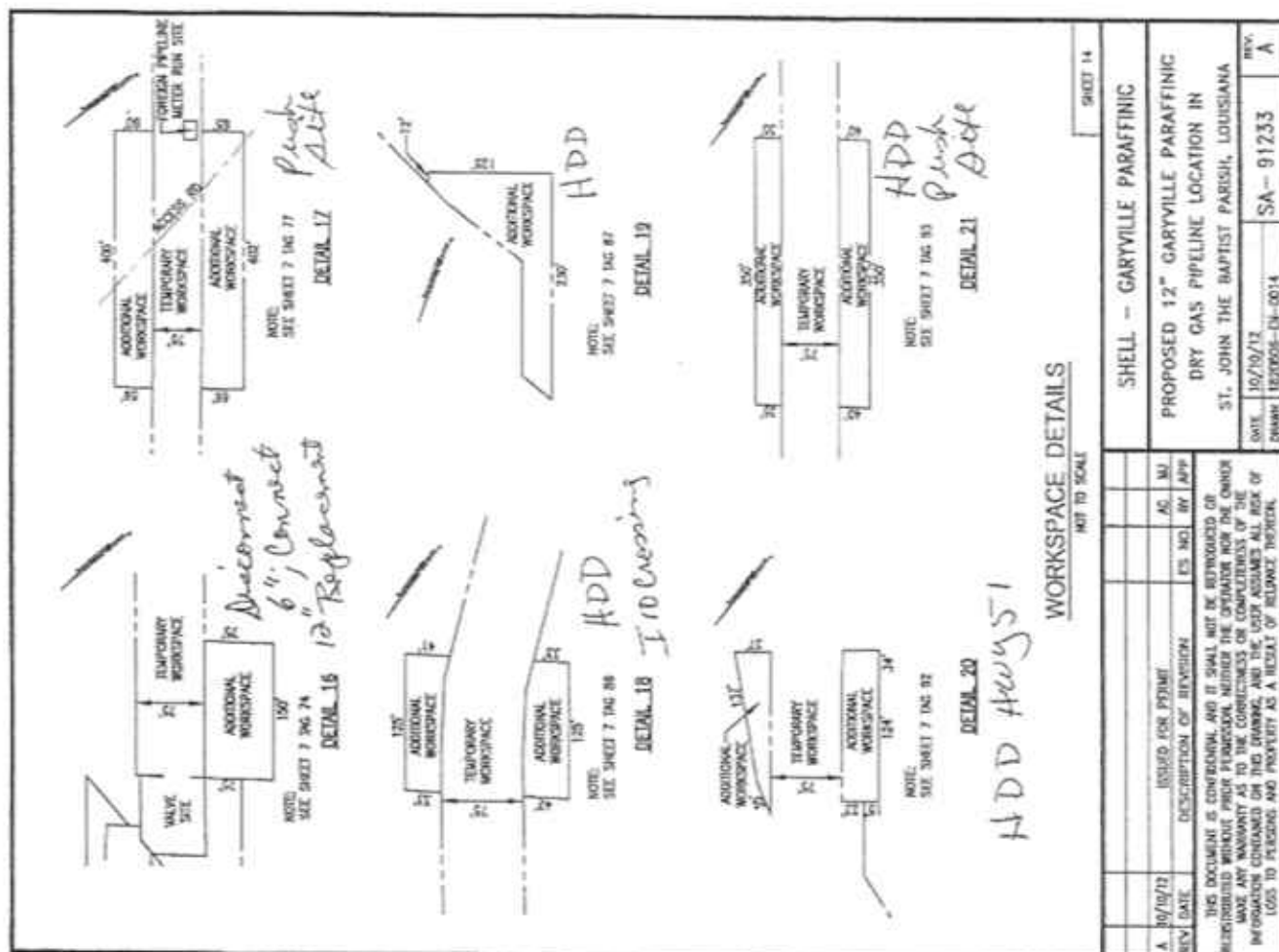
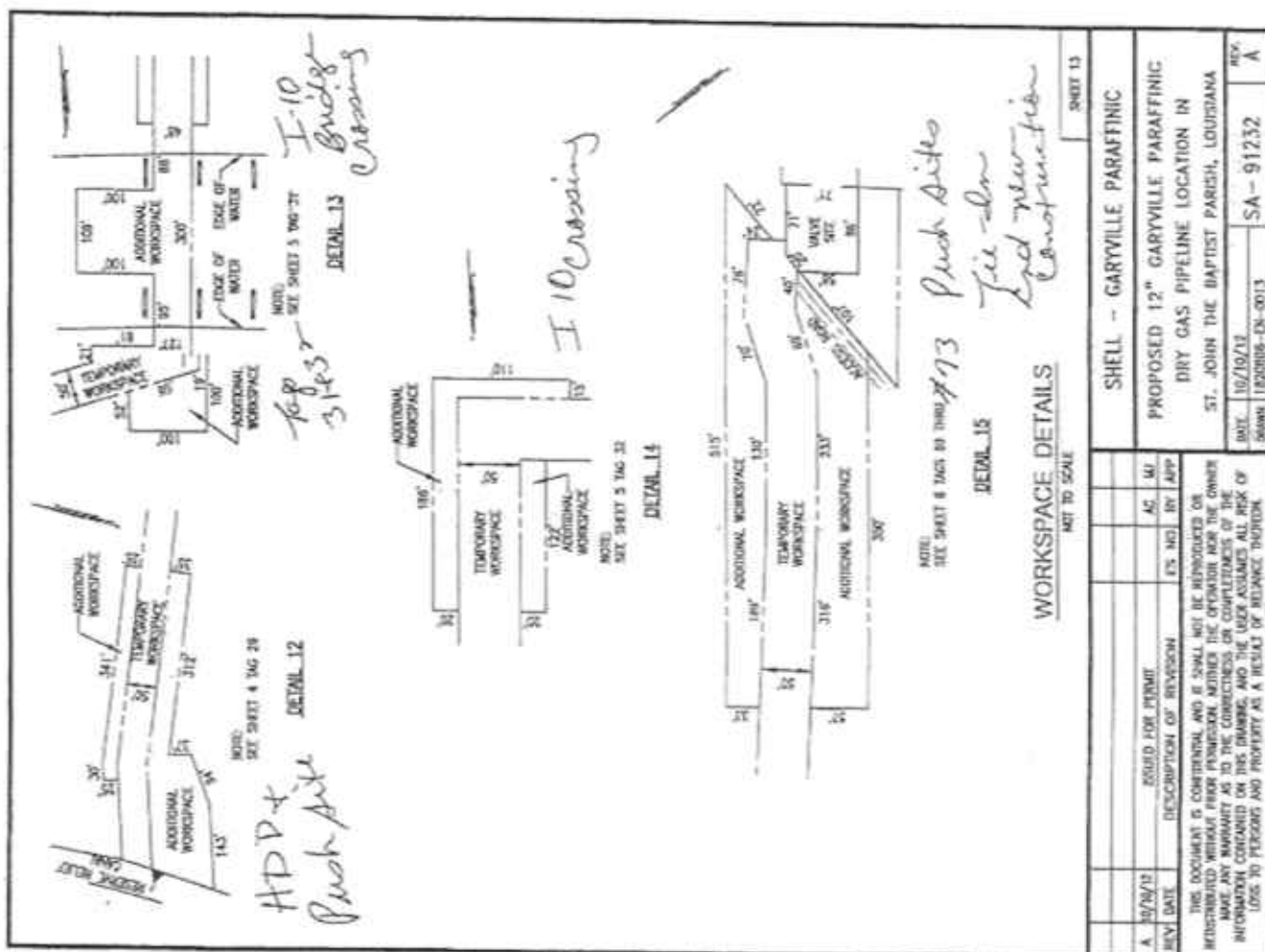
Attached Plats: 1) P20121437 Notice Plats 10/31/2012

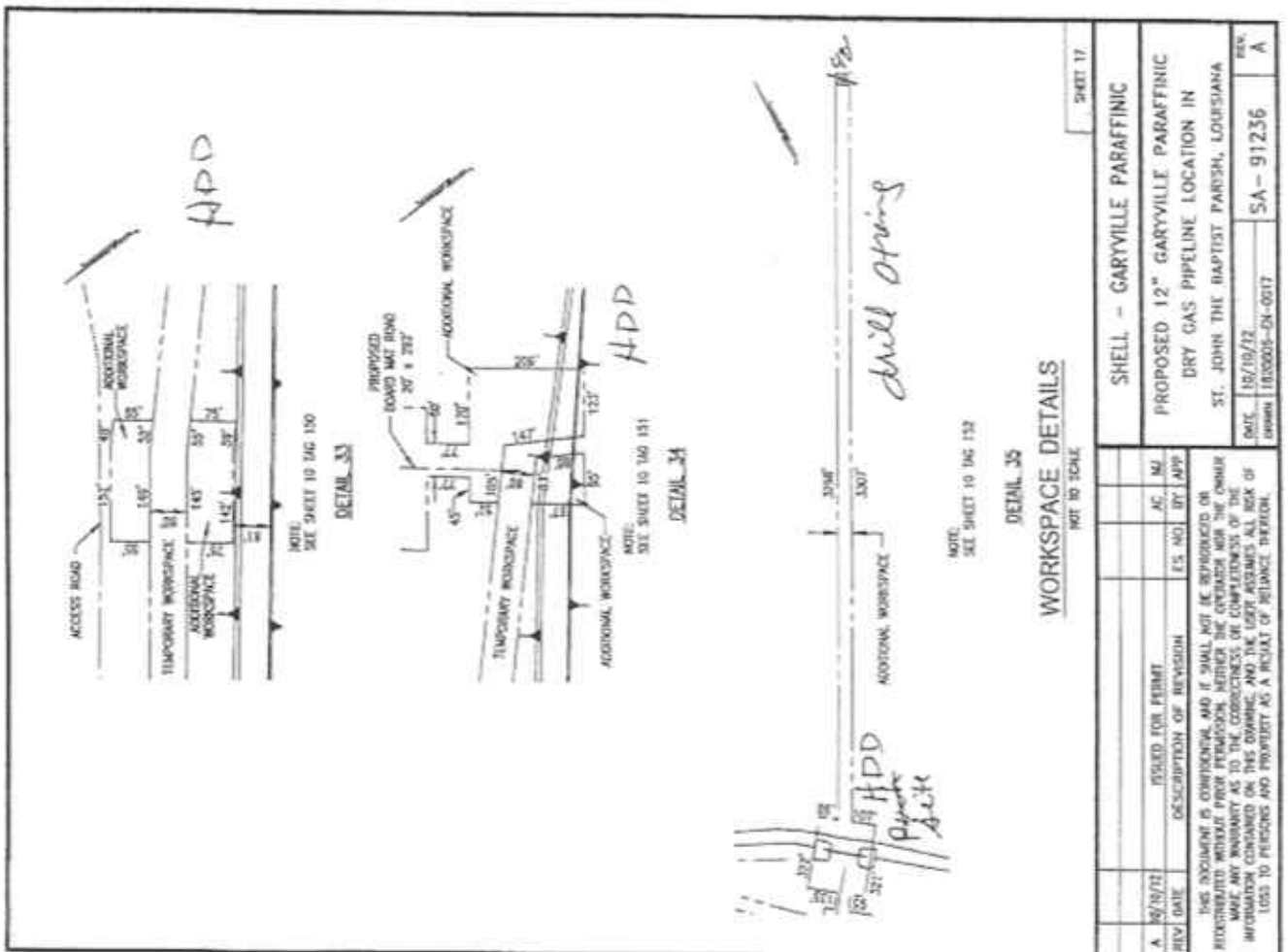
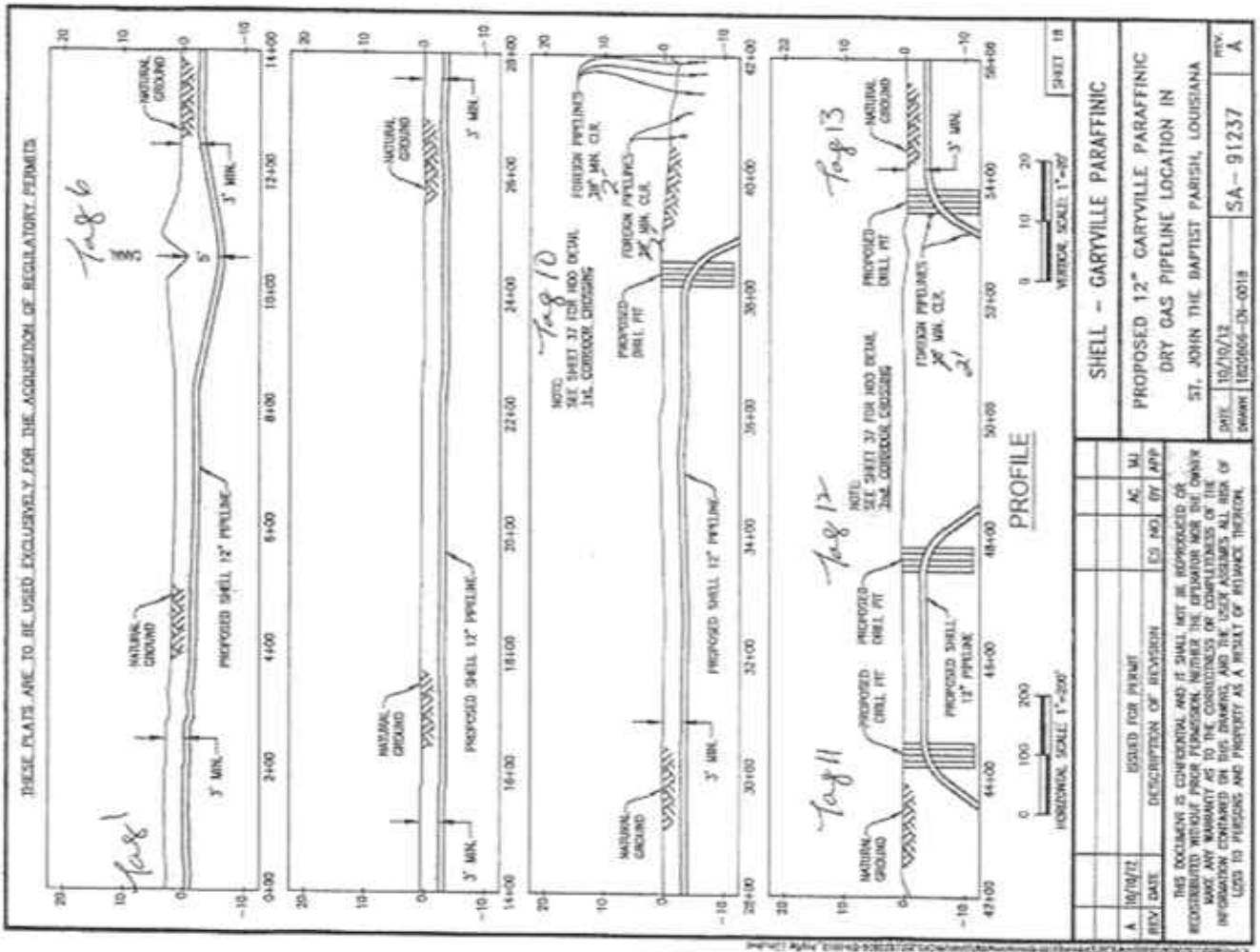


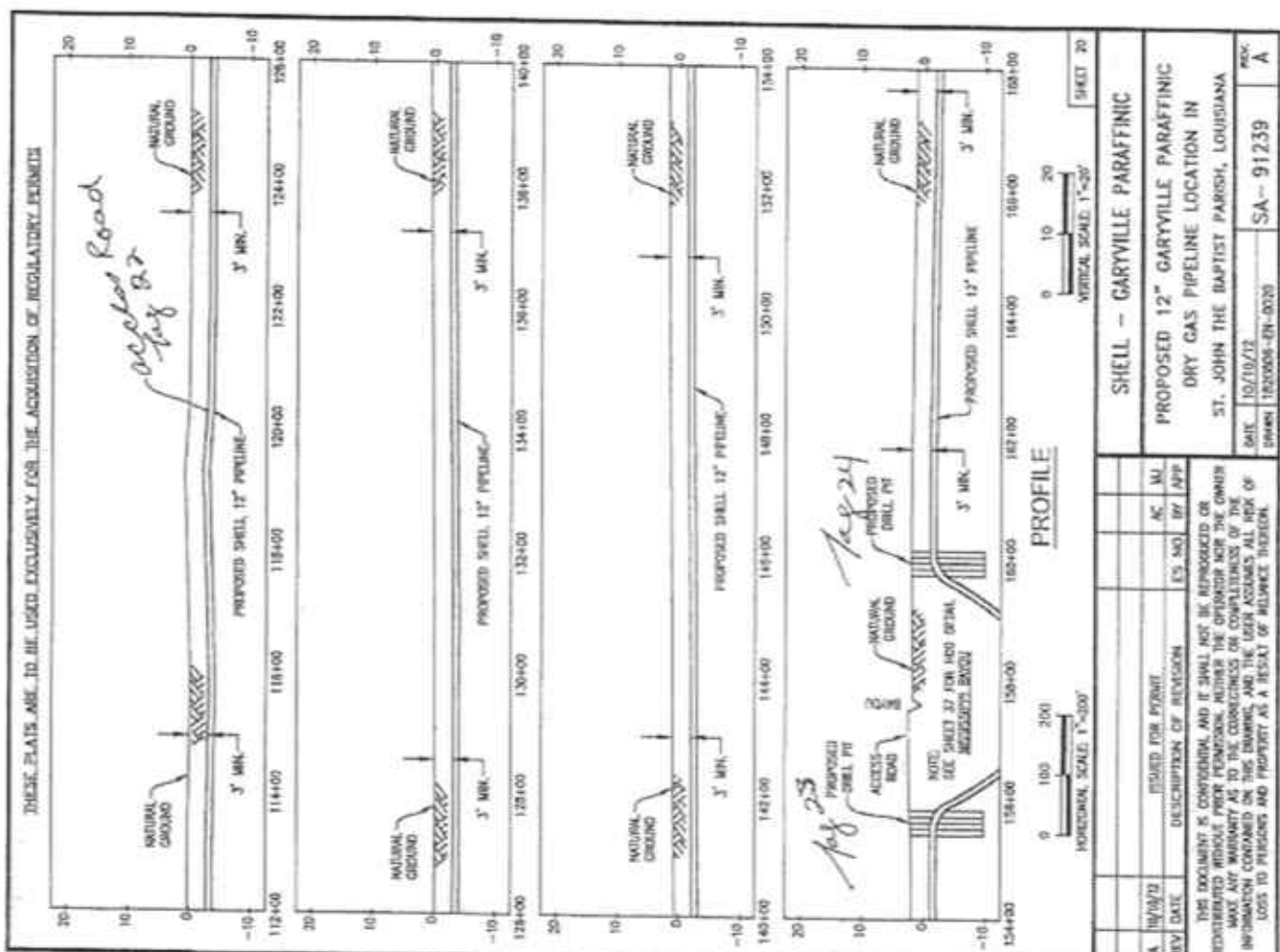
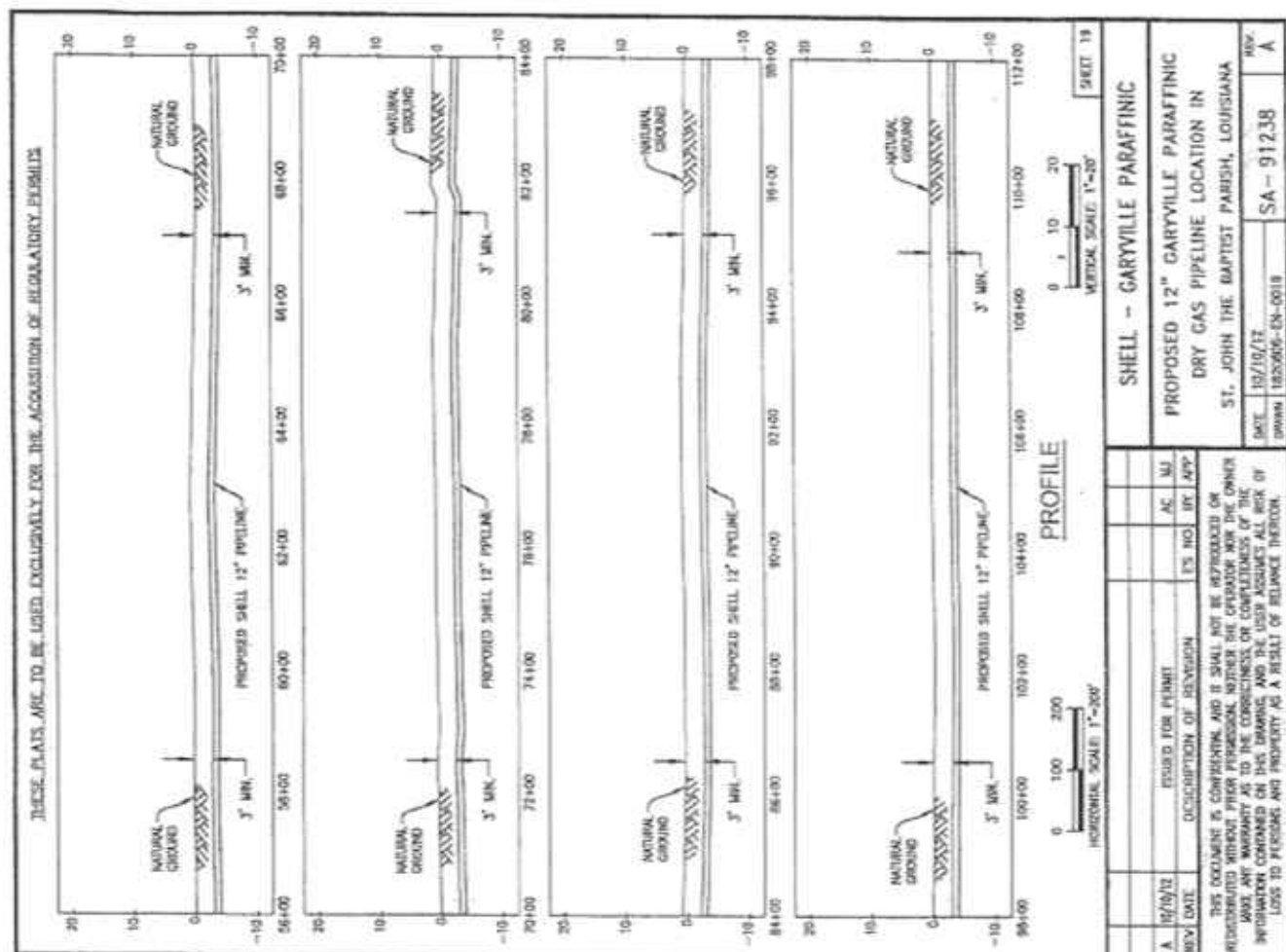


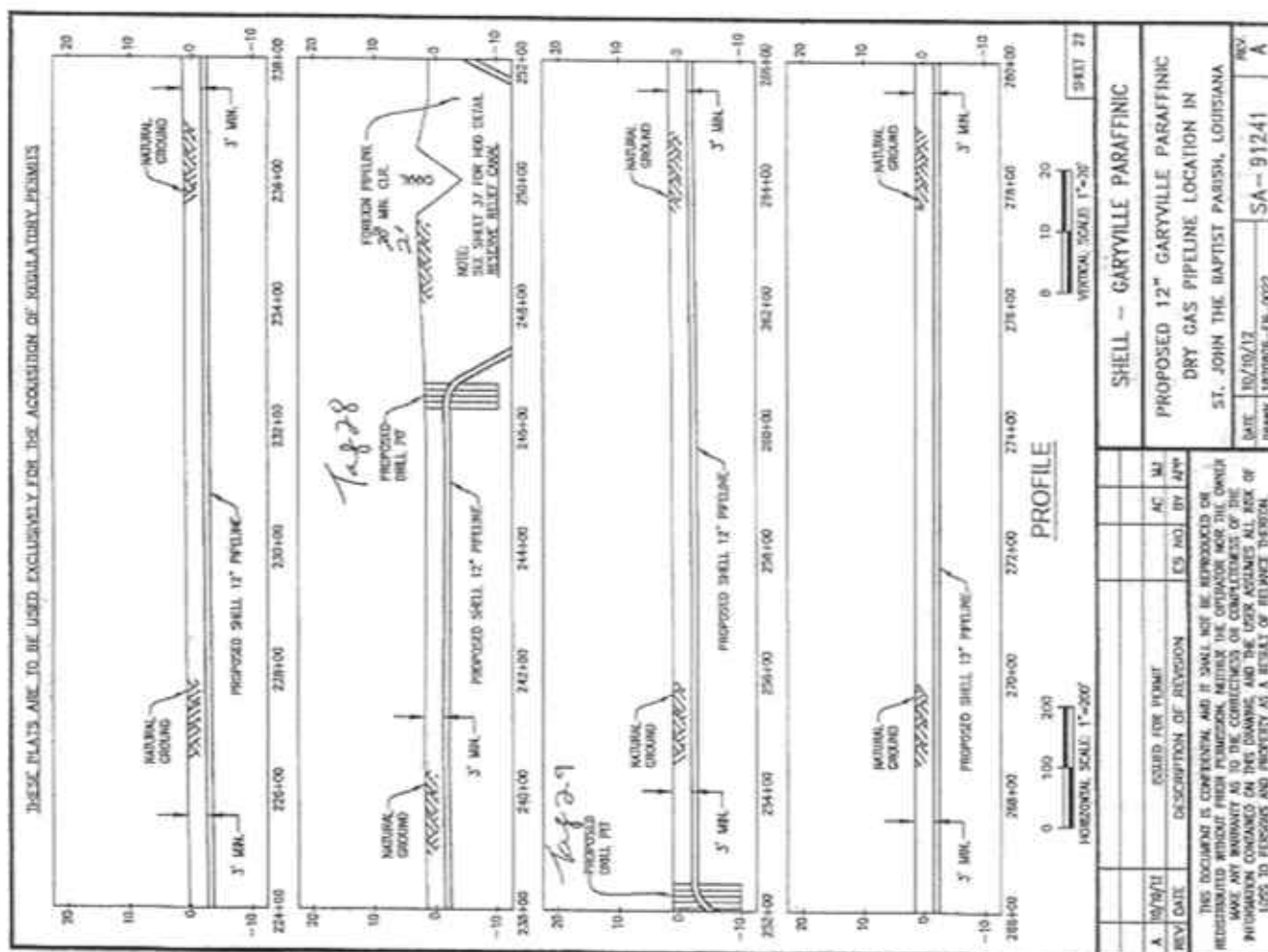
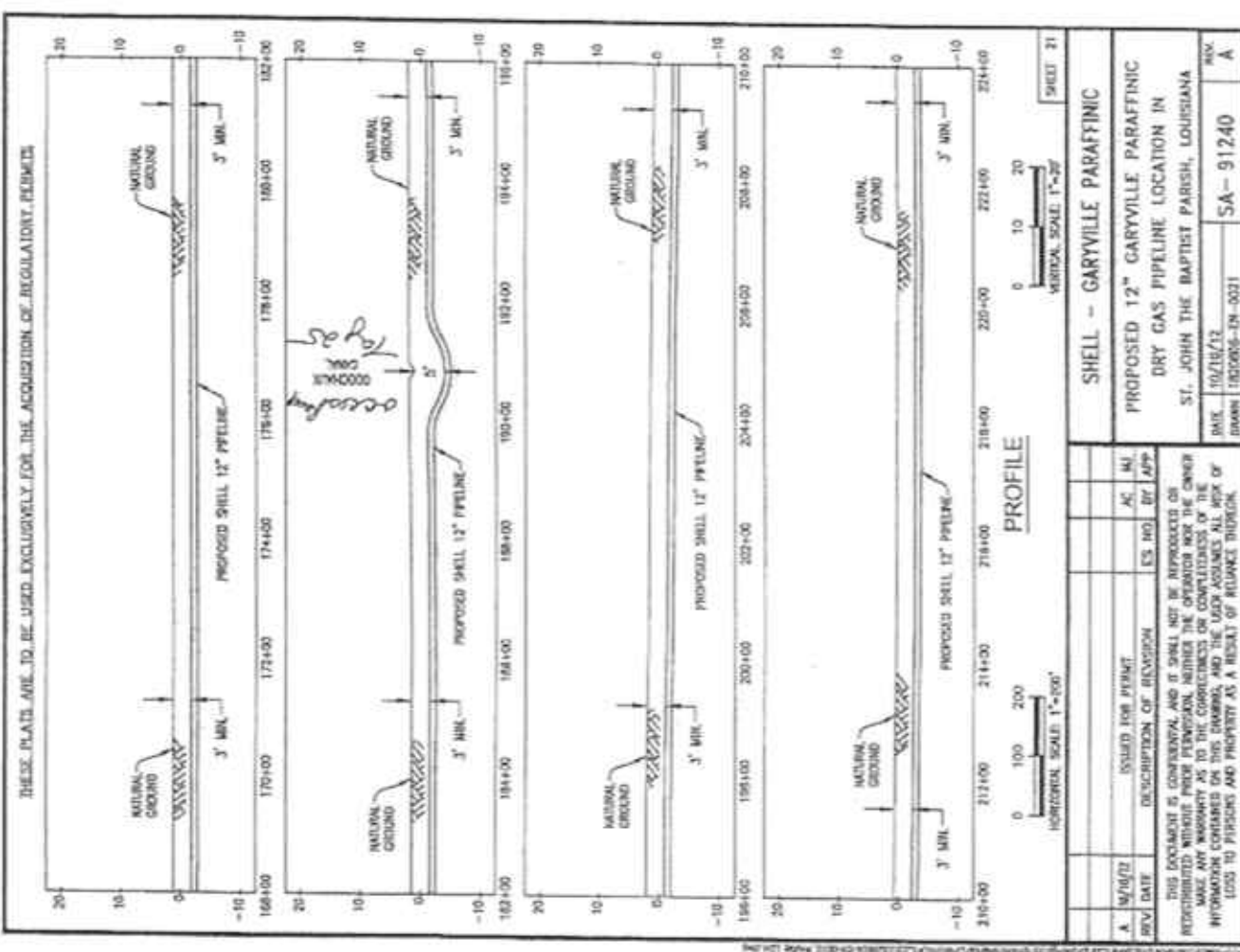


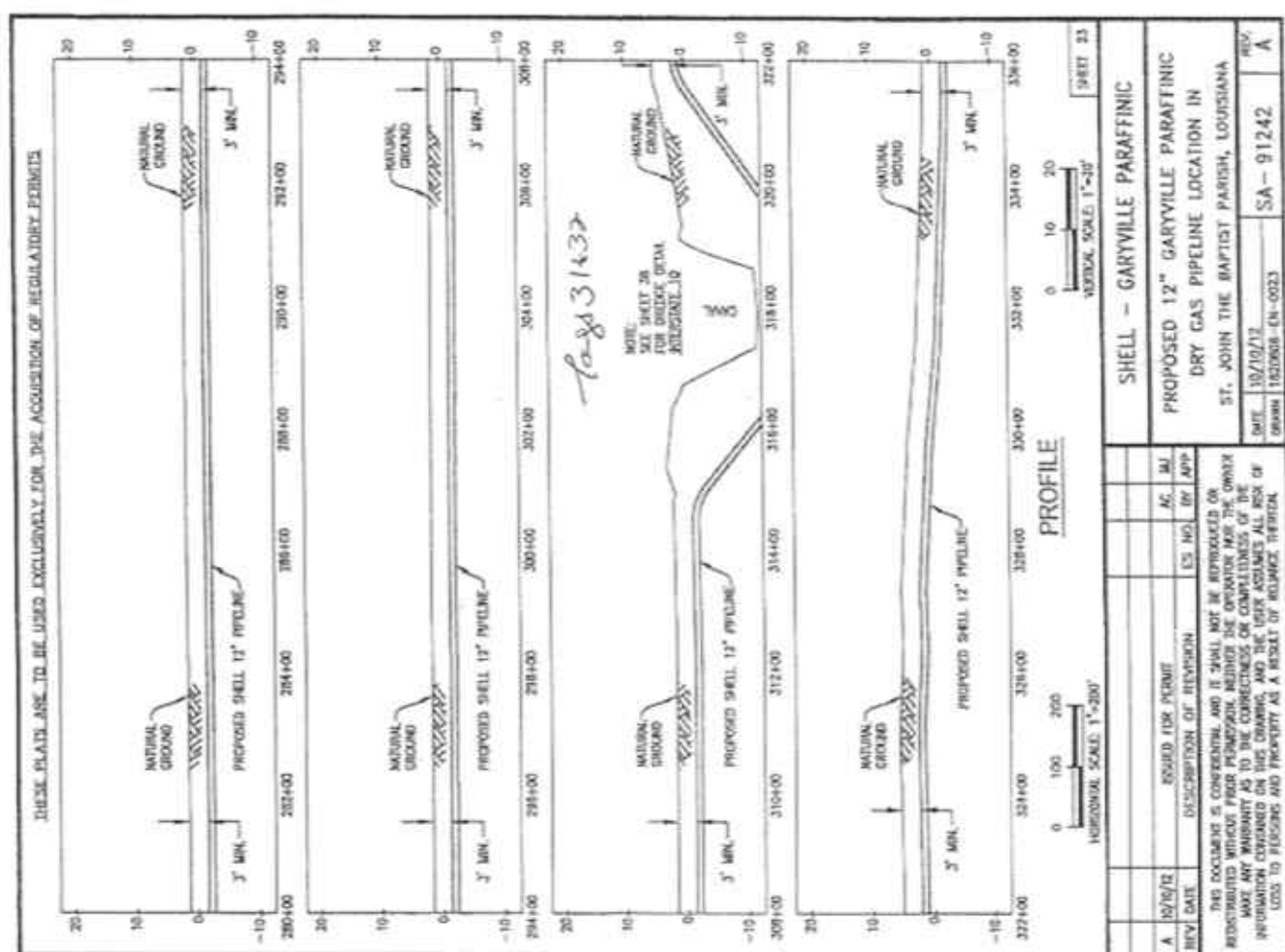




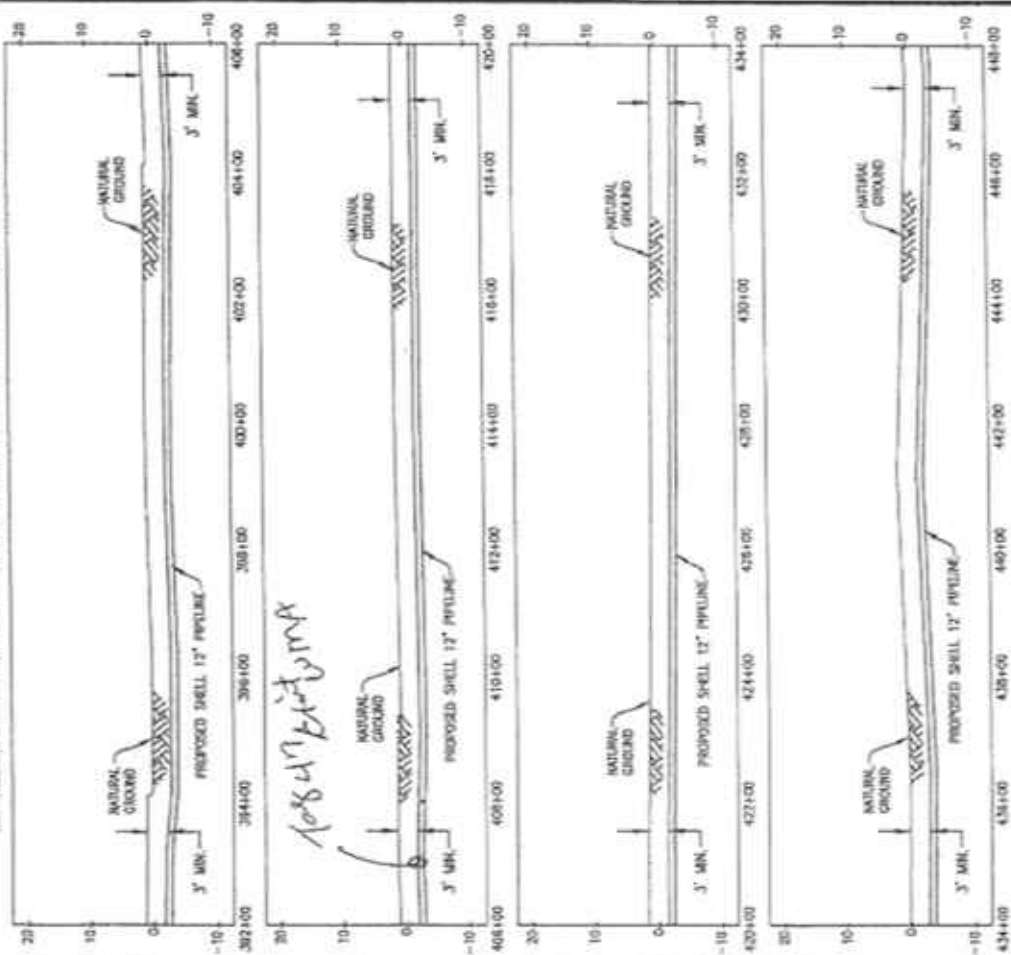








THESE PLATS ARE TO BE USED EXCLUSIVELY FOR THE ACQUISITION OF REGULATORY PERMITS



0		100		200		HORIZONTAL SCALE: 1"=200'	
0		10		20		VERTICAL SCALE: 1"=20'	
PROFILE							
REV		DATE		DESCRIPTION OF REVISION		ES AND BY APP	
A	10/10/12	ISSUED FOR PERMIT				AC	WJ
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR RECEIVED WITHOUT PRIOR PERMISSION. THE OPERATOR AND THE OWNER MAKE ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.							
SHEET 23							

SHELL - GARYVILLE PARAFFINIC			
PROPOSED 12" GARYVILLE PARAFFINIC DRY GAS PIPELINE LOCATION IN ST. JOHN THE BAPTIST PARISH, LOUISIANA			
DATE ISSUED	10/10/12	SA - 91244	REV A
		1820005-DH-0035	

SHELL - GARYVILLE PARAFFINIC

PROPOSED 12" GARYVILLE PARAFFINIC

DRY GAS PIPELINE LOCATION IN

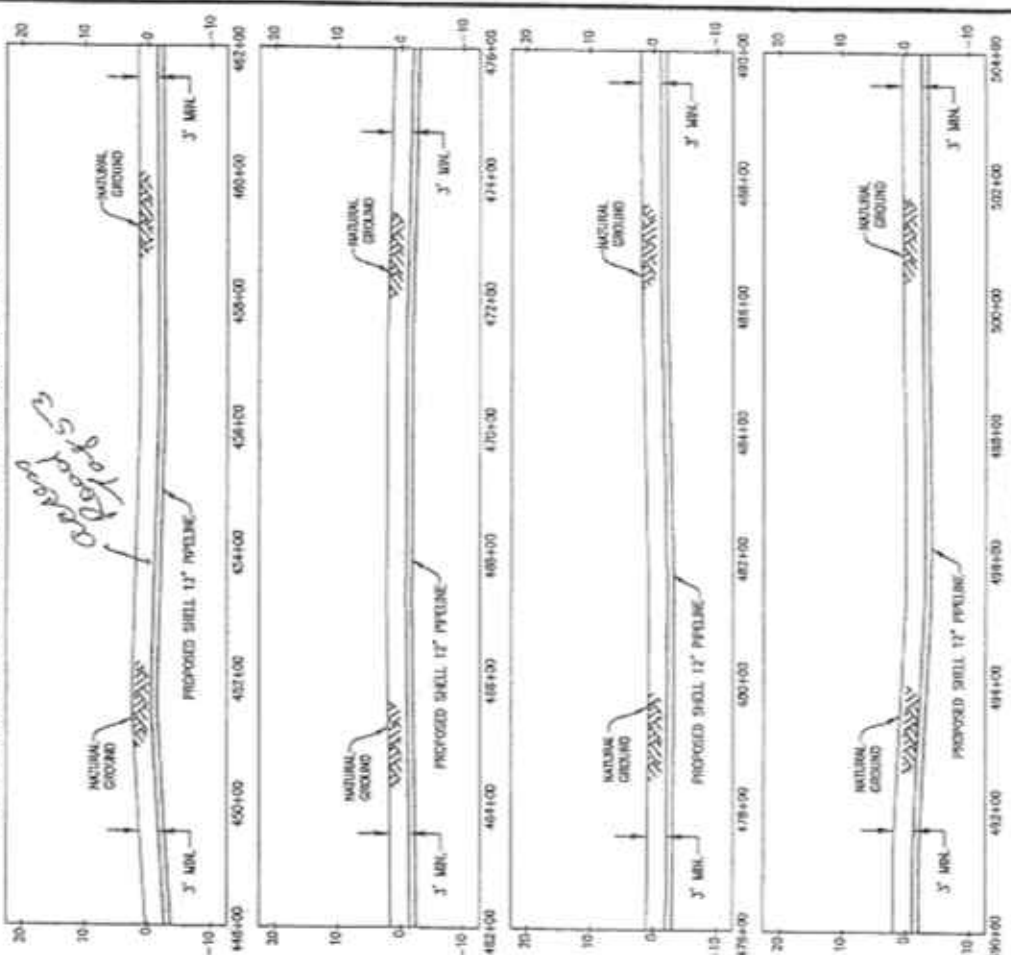
ST. JOHN THE BAPTIST PARISH, LOUISIANA

DATE: 10/10/12

SA - 91244

REV. A

THESE PLATS ARE TO BE USED EXCLUSIVELY FOR THE ACQUISITION OF REGULATORY PERMITS



PROFILE									
<div>0100200 HORIZONTAL SCALE: 1"=100'</div> <div>01020 VERTICAL SCALE: 1"=20'</div>									
SHEET 28									
SHELL - GARYVILLE PARAFFINIC									
PROPOSED 12" GARYVILLE PARAFFINIC DRY GAS PIPELINE LOCATION IN ST. JOHN THE BAPTIST PARISH, LOUISIANA									
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKES ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.									
DATE		10/10/12		SHEET		1020000-EN-0028		REV. A	
DATE		10/10/12		SHEET		SA--91245		REV. A	

SHELL - GARYVILLE PARAFFINIC

PROPOSED 12" GARYVILLE PARAFFINIC

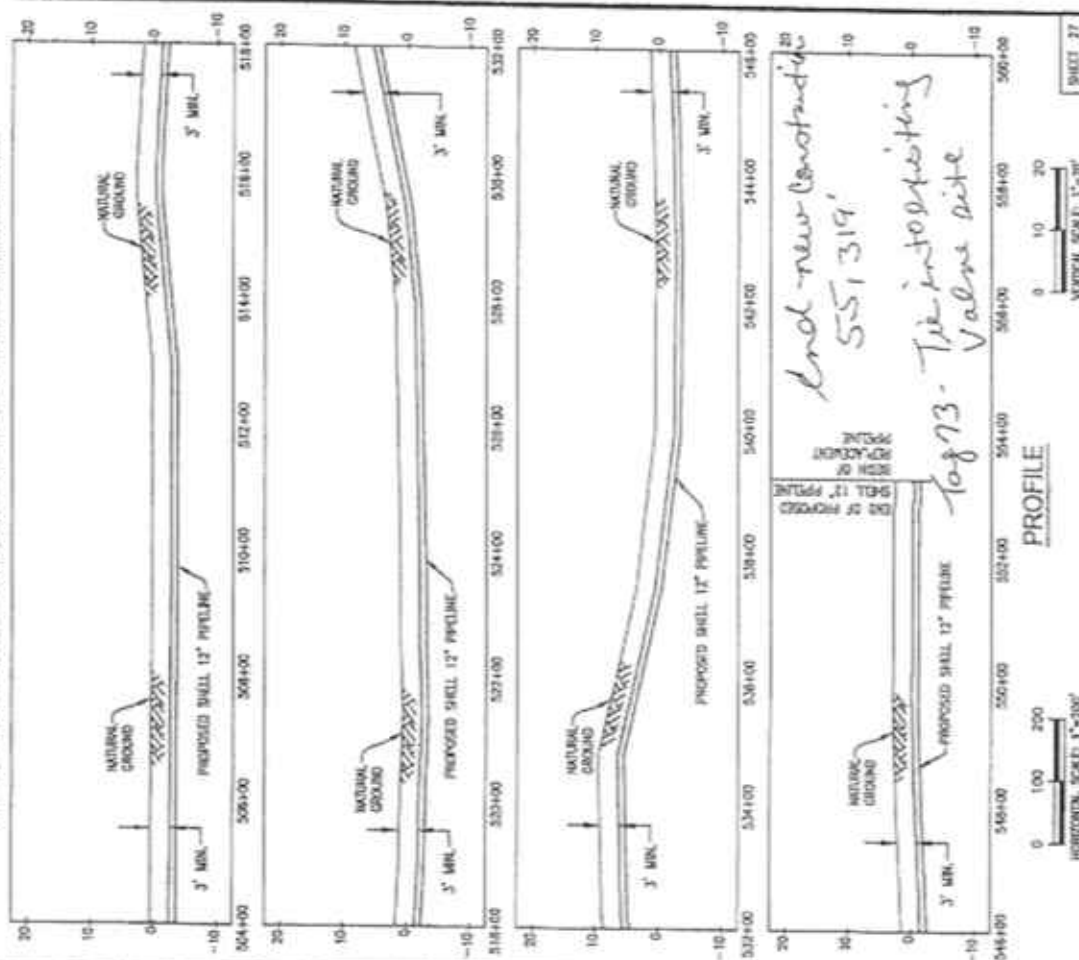
DRY GAS PIPELINE LOCATION IN

ST. JOHN THE BAPTIST PARISH, LOUISIANA

DATE: 10/10/12

SA - 91245

REV. A



End - new construction
55,319'

PROFILE

UNIFORMITY. Scale: 1°=100'

NEWTON, JOHN 17-18

A.	10/29/12	ISSUED FOR PERMIT	AC	MD	SHELL - GARYVILLE PARAFFINIC PROPOSED 12" GARYVILLE PARAFFINIC DRY GAS PIPELINE LOCATION IN ST. JOHN THE BAPTIST PARISH, LOUISIANA
		DESCRIPTION OF REVISION	E3	INT	
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR REDISTRIBUTED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKES ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSSES TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.					
DATE			REV.		
10/29/12			SA 91246		
BY			10/29/12		
10/29/12			10/29/12		

SHELL - GARYVILLE PARAFFINIC

PROPOSED 12" GARYVILLE PARAFFINIC
DRY GAS PIPELINE LOCATION IN

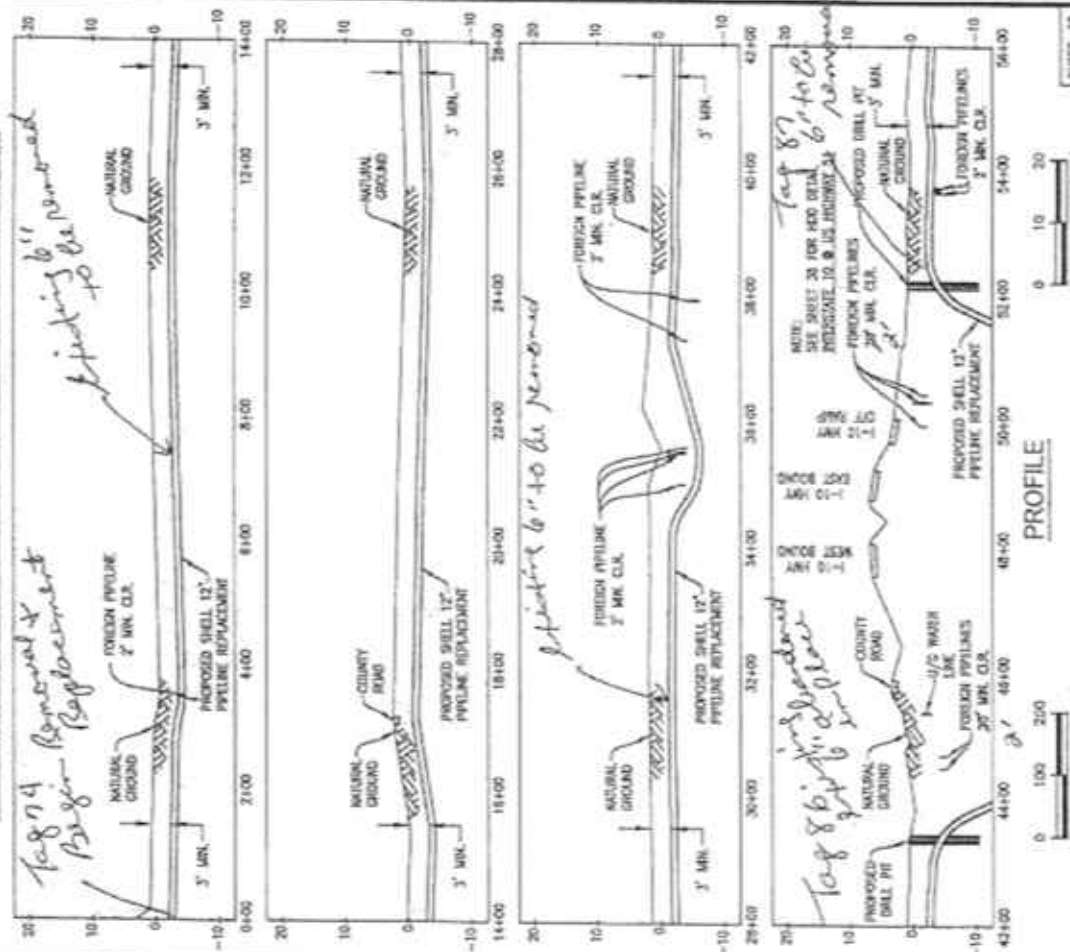
DATE	10/10/12	SA-- 91246	ST. JOHN THE BAPTIST PARISH, LOUISIANA
TIME	12:00 PM	10/10/12	

10/04/01

SA-91246

2004

THESE PLATS ARE TO BE USED EXCLUSIVELY FOR THE ACQUISITION OF REGULATORY PERMITS



1086. *Asiaticus*

DATE: _____
PAGE SHEET 20 FOR 400 TOTAL
INVESTIGATE TO @ US HIGHWAY 37

Tap 87 6' to Cu

20

PROFILE

100 μ m

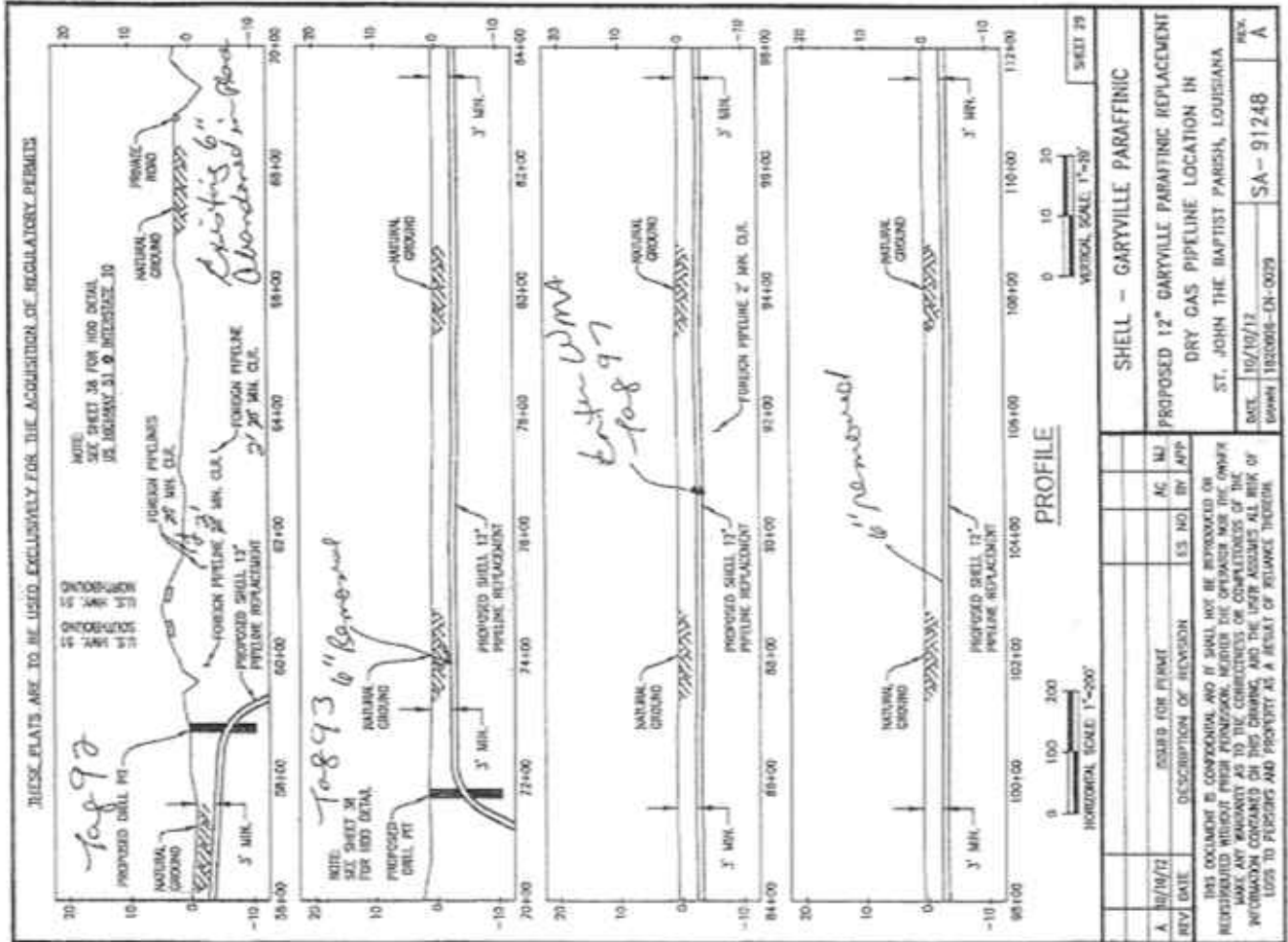
0 10 20 30 40 50 60 70 80 90 100
cm

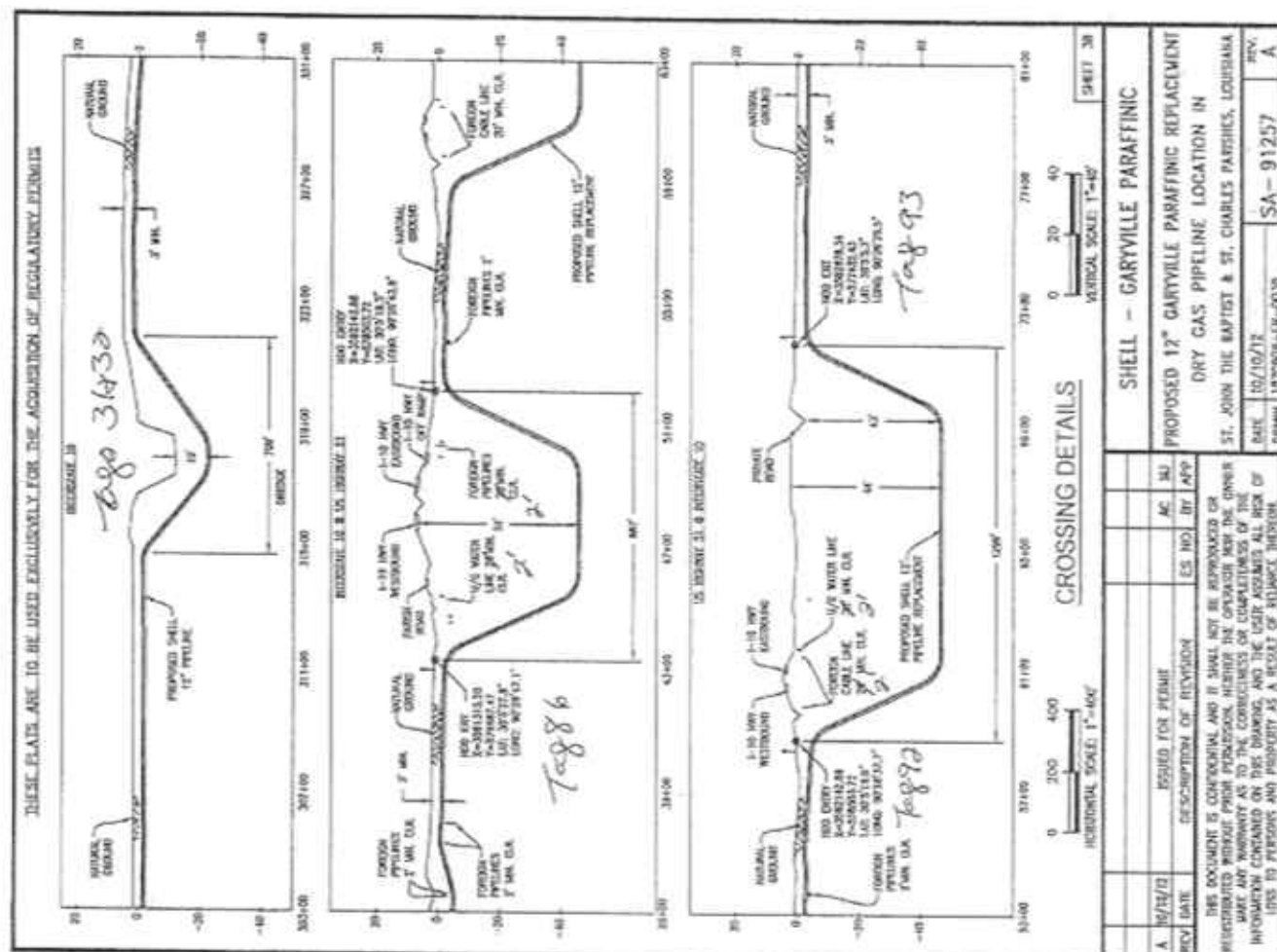
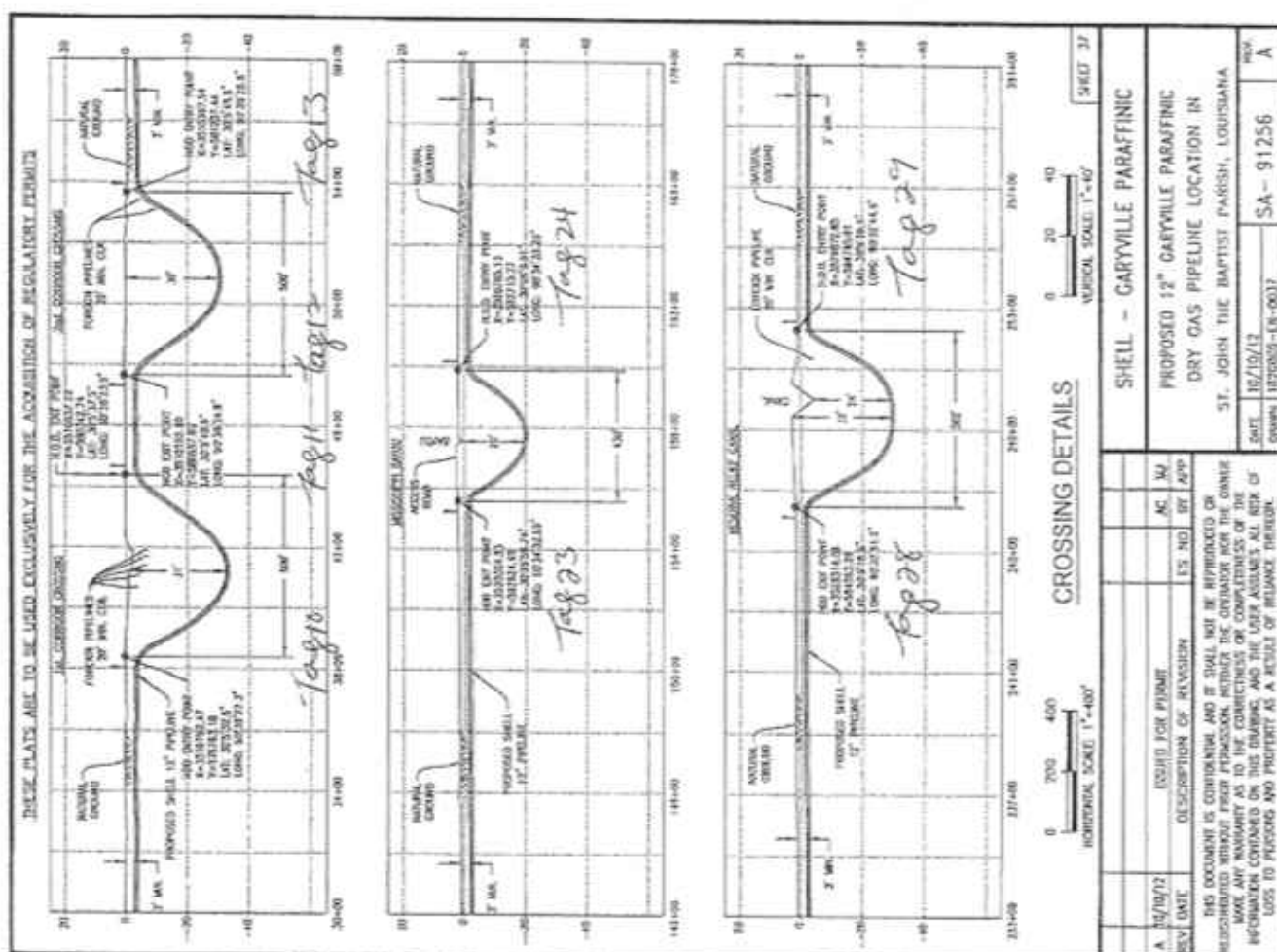
A	10/10/12	ISSUED FOR PERMIT	AC	MF	APP
		DESCRIPTION OF REVISION	ES. NO.	BY	APP
<p>THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE OPERATOR. THE OPERATOR MAKES NO WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.</p>					
DATE		10/10/12	REG.		
DRAWN		10200616-EX-0036	A		
		SA-91247			
<p>SHELL - GARYVILLE PARAFFINIC</p> <p>PROPOSED 12" GARYVILLE PARAFFINIC REPLACEMENT</p> <p>DRY GAS PIPELINE LOCATION IN</p> <p>ST. JOHN THE BAPTIST PARISH, LOUISIANA</p>					

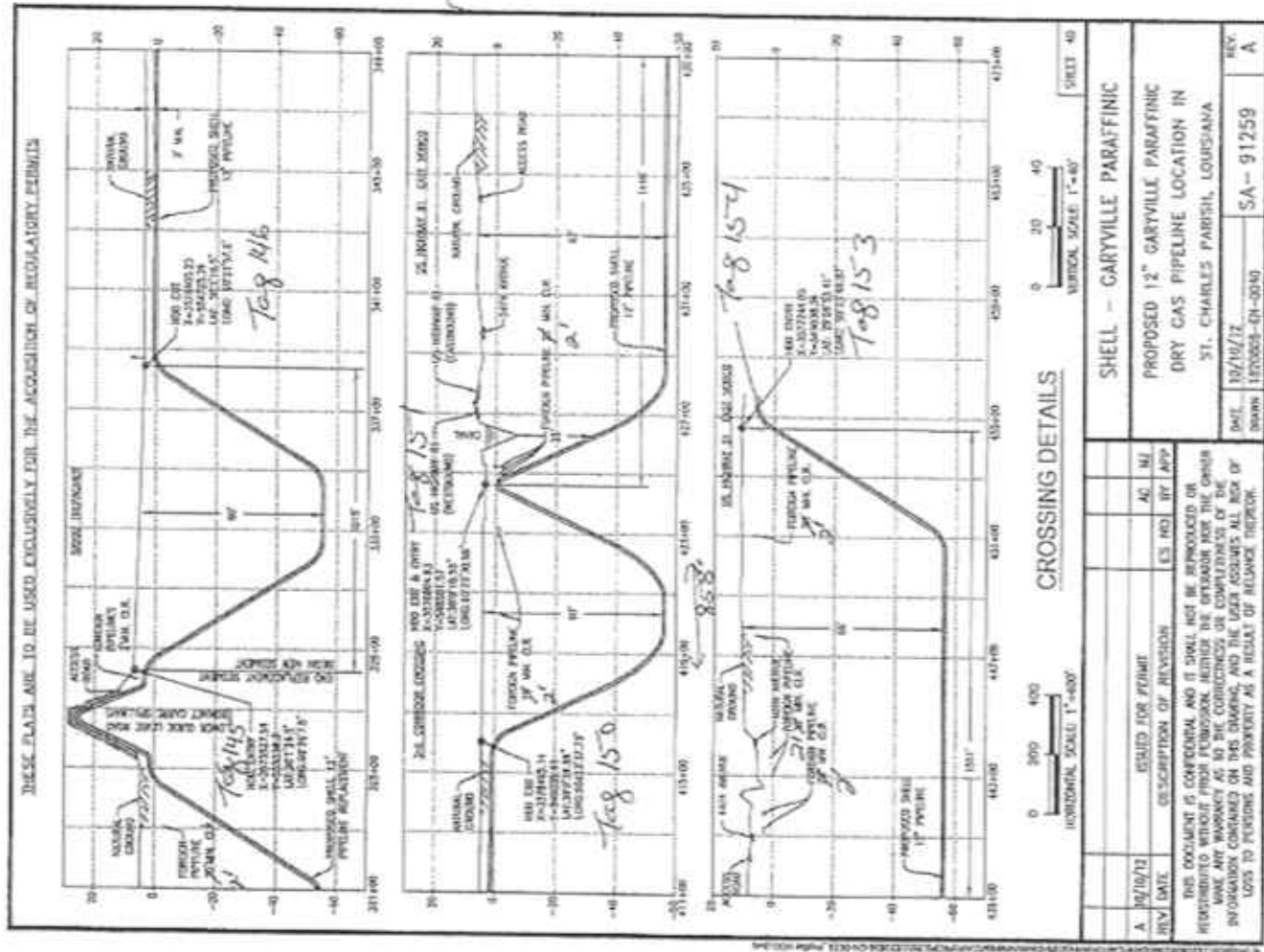
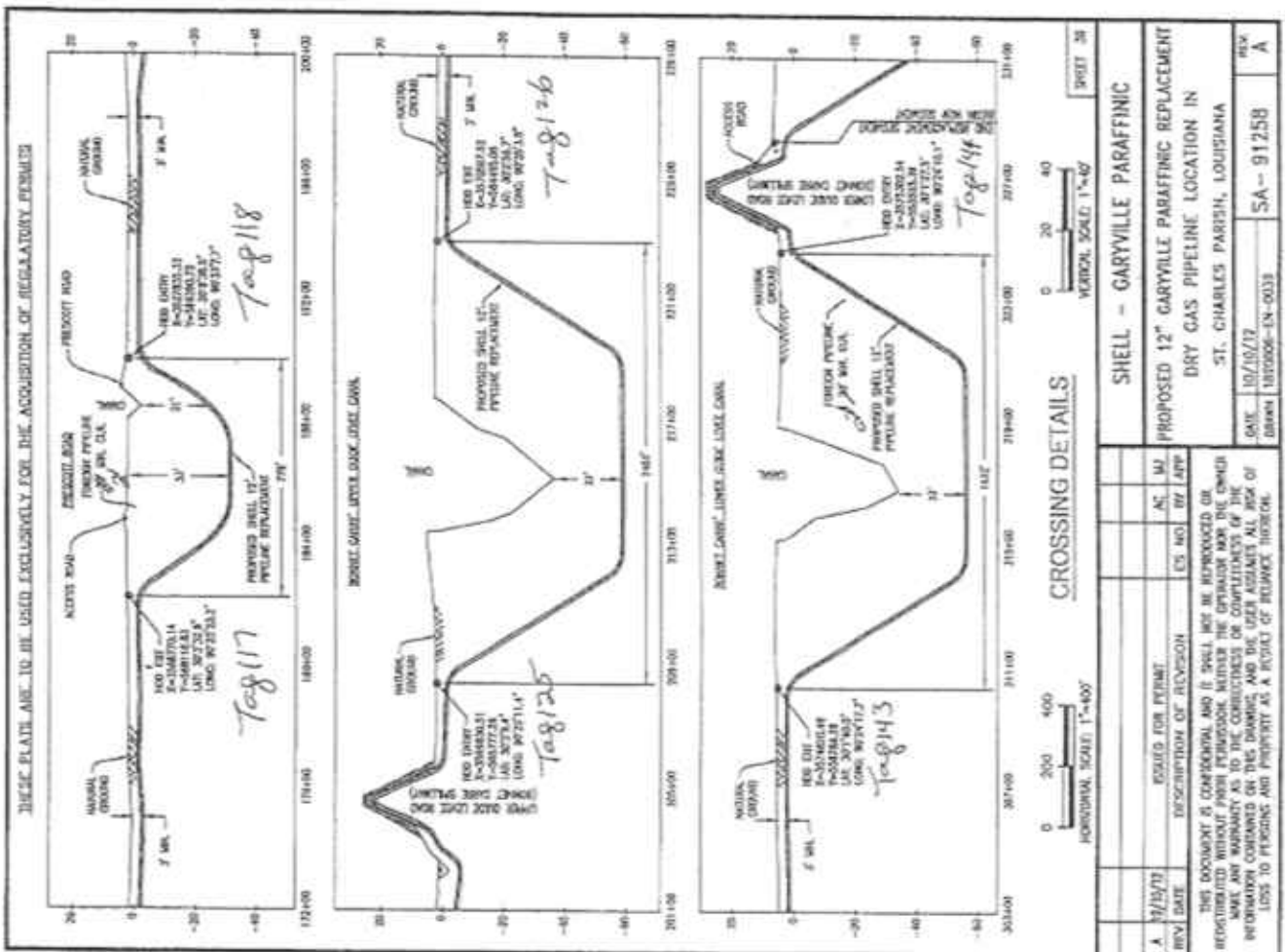
SHELL - GARYVILLE PARAFFINIC

PROPOSED 12" GARTVILLE PARATINIC REPLACEMENT
DRY GAS PIPELINE LOCATION IN

DATE	10/10/12	RES.	A
NAME	162060516 IN-0036	SA-91247	

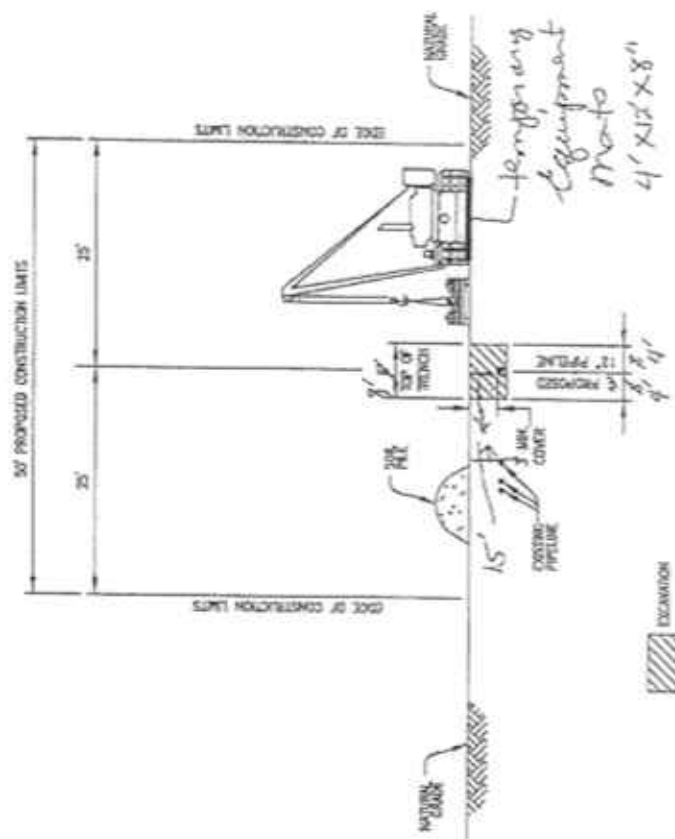






TYPICAL TYPE 1 OPEN CUT

9-29' of ROW to be cleared



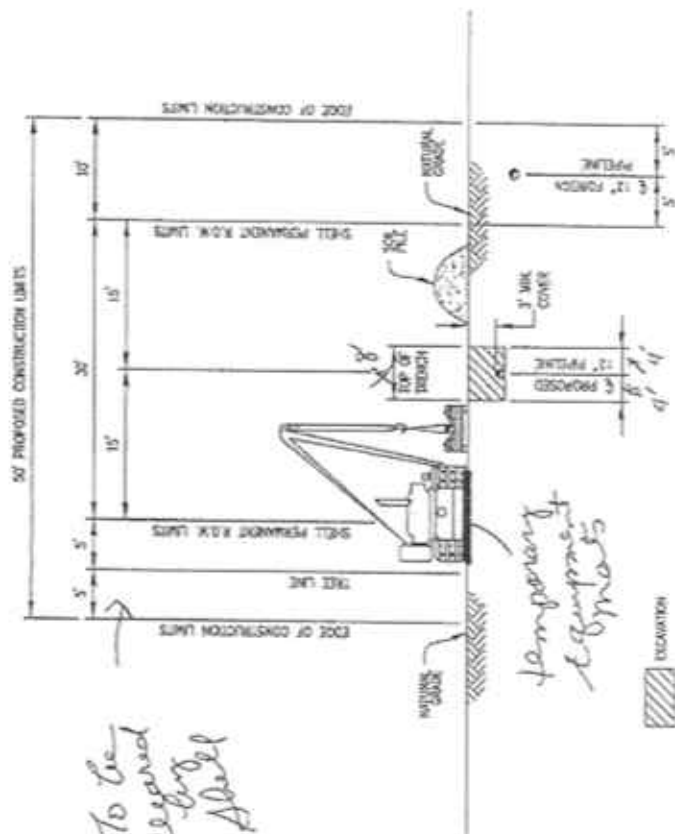
PROFILE
SCALE: N.T.S.

NOTE:
THIS DETAIL COVERS JAR MILLS AND
OCCURS AT TAG #13 THRU TAG #15
(REF. SHEET 3)

SHEET 41				SHELL - GARYVILLE PARAFFINIC			
TYPICAL OPEN CUT PROPOSED 12" PIPELINE CONSTRUCTION RIGHT-OF-WAY ARRANGEMENT ST. JOHN THE BAPTIST, ST. CHARLES PAR., LA				TYPICAL TYPE 2 OPEN CUT PROPOSED 12" PIPELINE CONSTRUCTION RIGHT-OF-WAY ARRANGEMENT ST. JOHN THE BAPTIST, ST. CHARLES PAR., LA			
REV	DATE	DESCRIPTION OF REVISION	ES. NO. BY APP	REV	DATE	DESCRIPTION OF REVISION	ES. NO. BY APP
A	10/10/12			A	10/10/12		
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR RECEIVED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKES ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.				THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR RECEIVED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKES ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.			
DRAWN: 1020006-JP-0041				DRAWN: 1020003-JP-0042			
SA-91260				SA-91261			
REV: A				REV: A			

TYPICAL TYPE 2 OPEN CUT - PUSH TYPE CONSTRUCTION

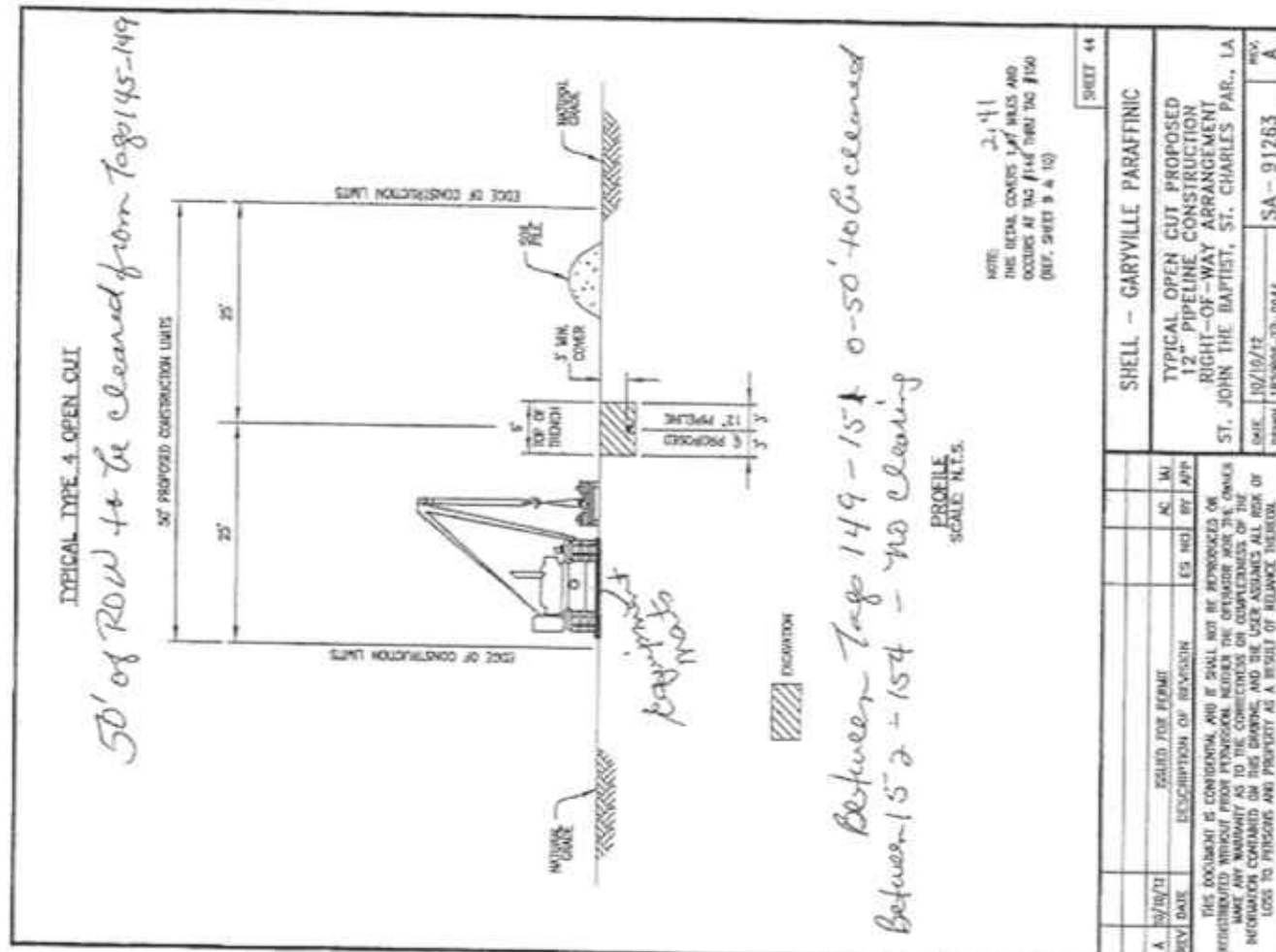
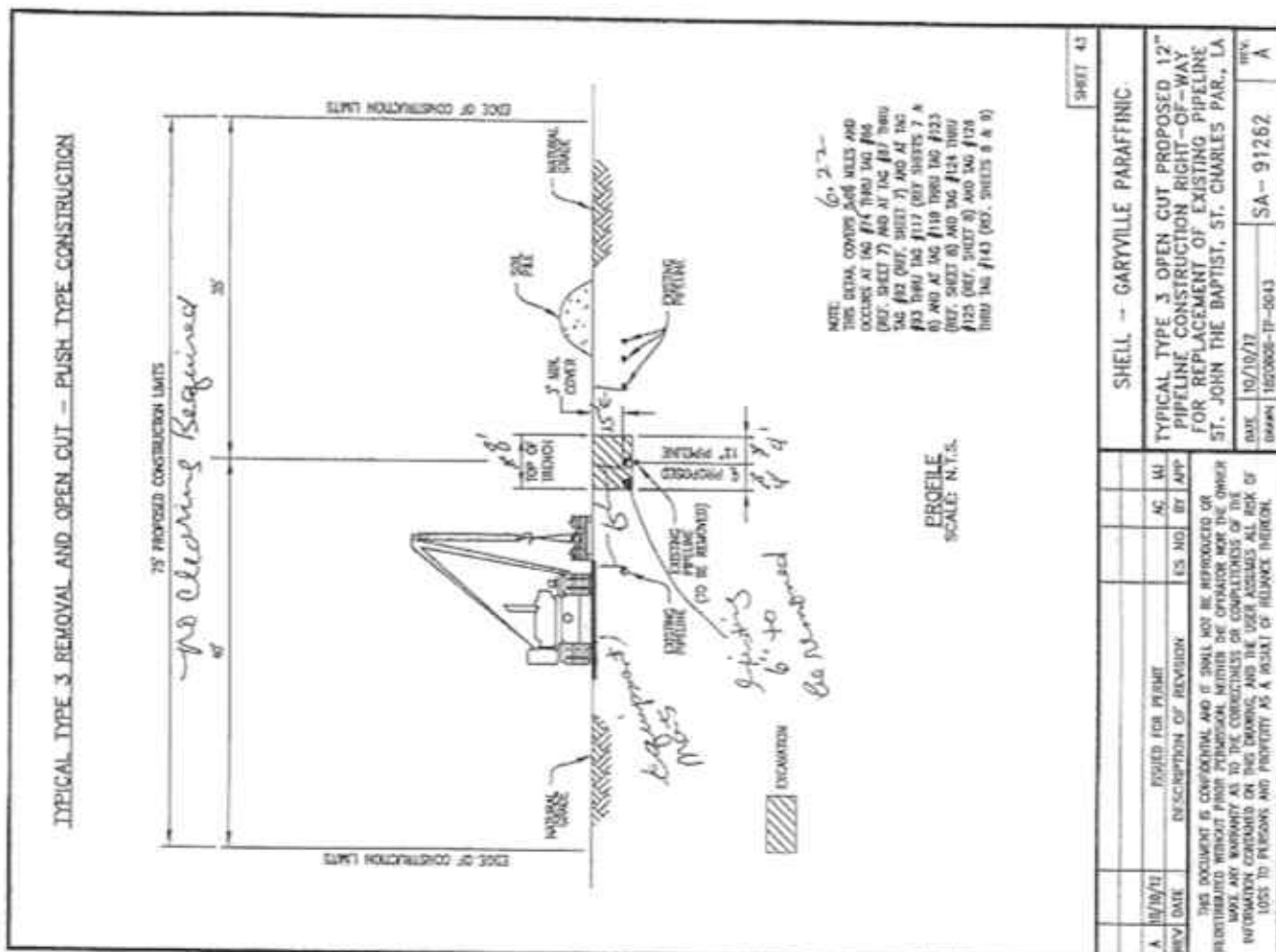
45' cleared under CUP 20111418

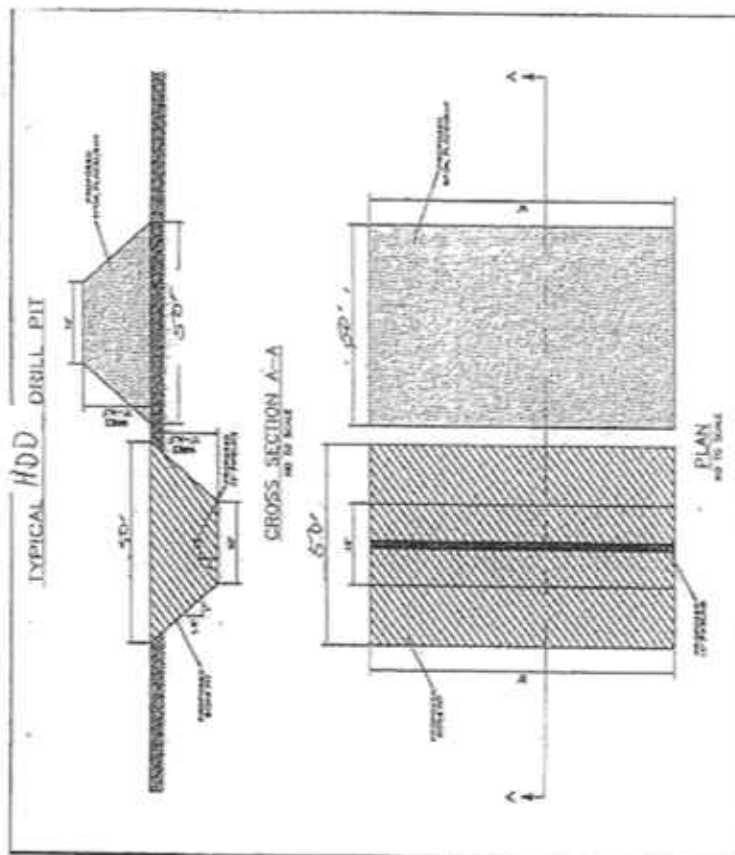
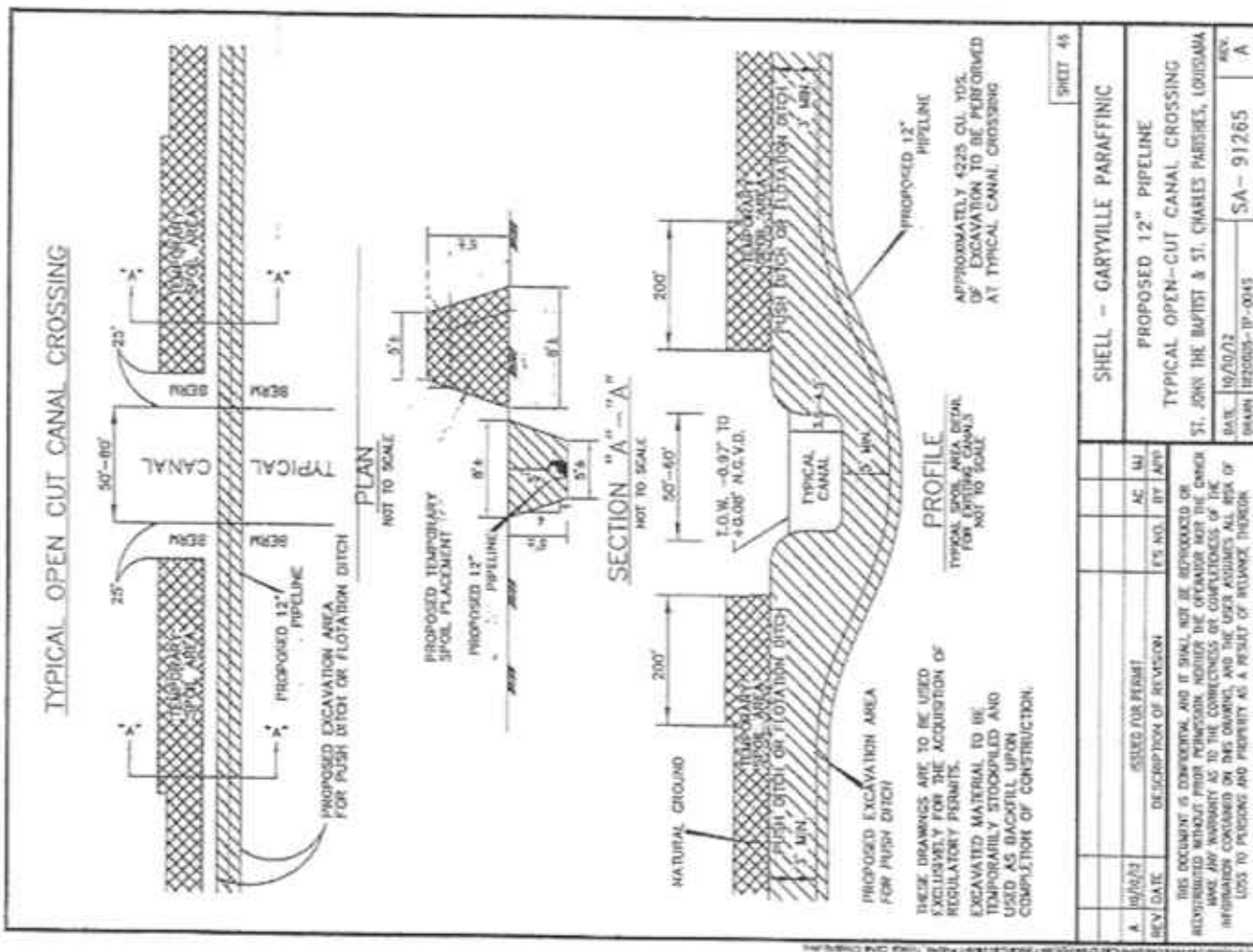


PROFILE
SCALE: N.T.S.

NOTE:
THIS DETAIL COVERS JAR MILLS AND
OCCURS AT TAG #13 THRU TAG #15
(REF. SHEETS 3 & 4) AND AT TAG #24 THRU
TAG #26 (REF. SHEET 4) AND TAG #29
THRU TAG 33 (REF. SHEETS 4 THRU 6)

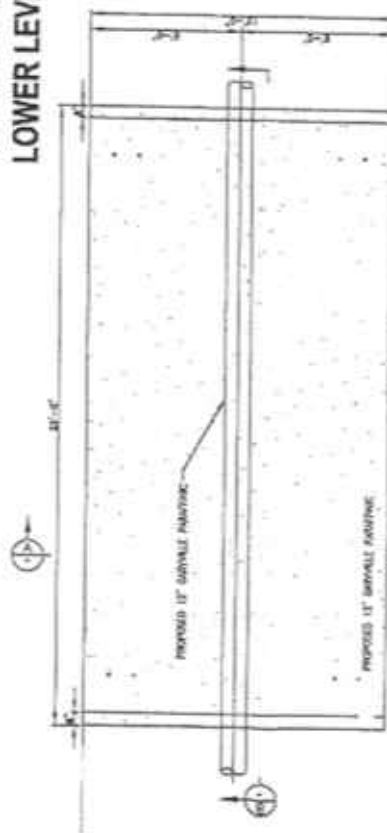
SHEET 42				SHELL - GARYVILLE PARAFFINIC			
TYPICAL OPEN CUT PROPOSED 12" PIPELINE CONSTRUCTION RIGHT-OF-WAY ARRANGEMENT ST. JOHN THE BAPTIST, ST. CHARLES PAR., LA				TYPICAL TYPE 2 OPEN CUT PROPOSED 12" PIPELINE CONSTRUCTION RIGHT-OF-WAY ARRANGEMENT ST. JOHN THE BAPTIST, ST. CHARLES PAR., LA			
REV	DATE	DESCRIPTION OF REVISION	ES. NO. BY APP	REV	DATE	DESCRIPTION OF REVISION	ES. NO. BY APP
A	10/10/12			A	10/10/12		
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR RECEIVED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKES ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.				THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR RECEIVED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKES ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.			
DRAWN: 1020006-JP-0041				DRAWN: 1020003-JP-0042			
SA-91260				SA-91261			
REV: A				REV: A			



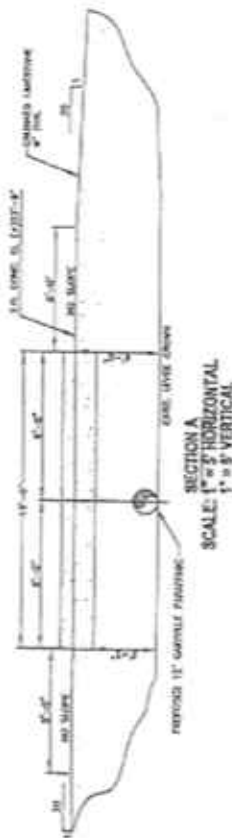


Sheet 45

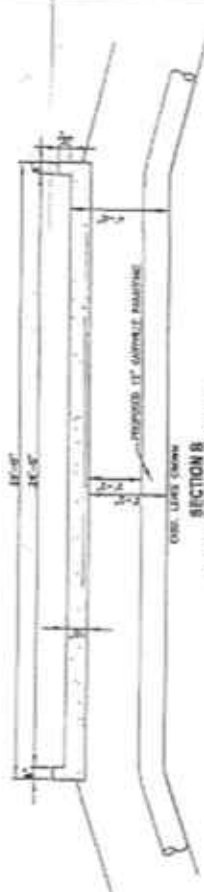
PROPOSED CONCRETE SLAB DETAILS LOWER LEVEE



LOWER LEVEE
CONCRETE BOX SLAB - PLAN VIEW
SCALE: 1" = 5"



SECTION A
SCALE: 1" = 5" HORIZONTAL
1" = 5" VERTICAL



SECTION B
SCALE: 1" = 5" HORIZONTAL
1" = 5" VERTICAL

These Drawings Are to be Used
Exclusively For the Purpose
of Regulatory Purposes.

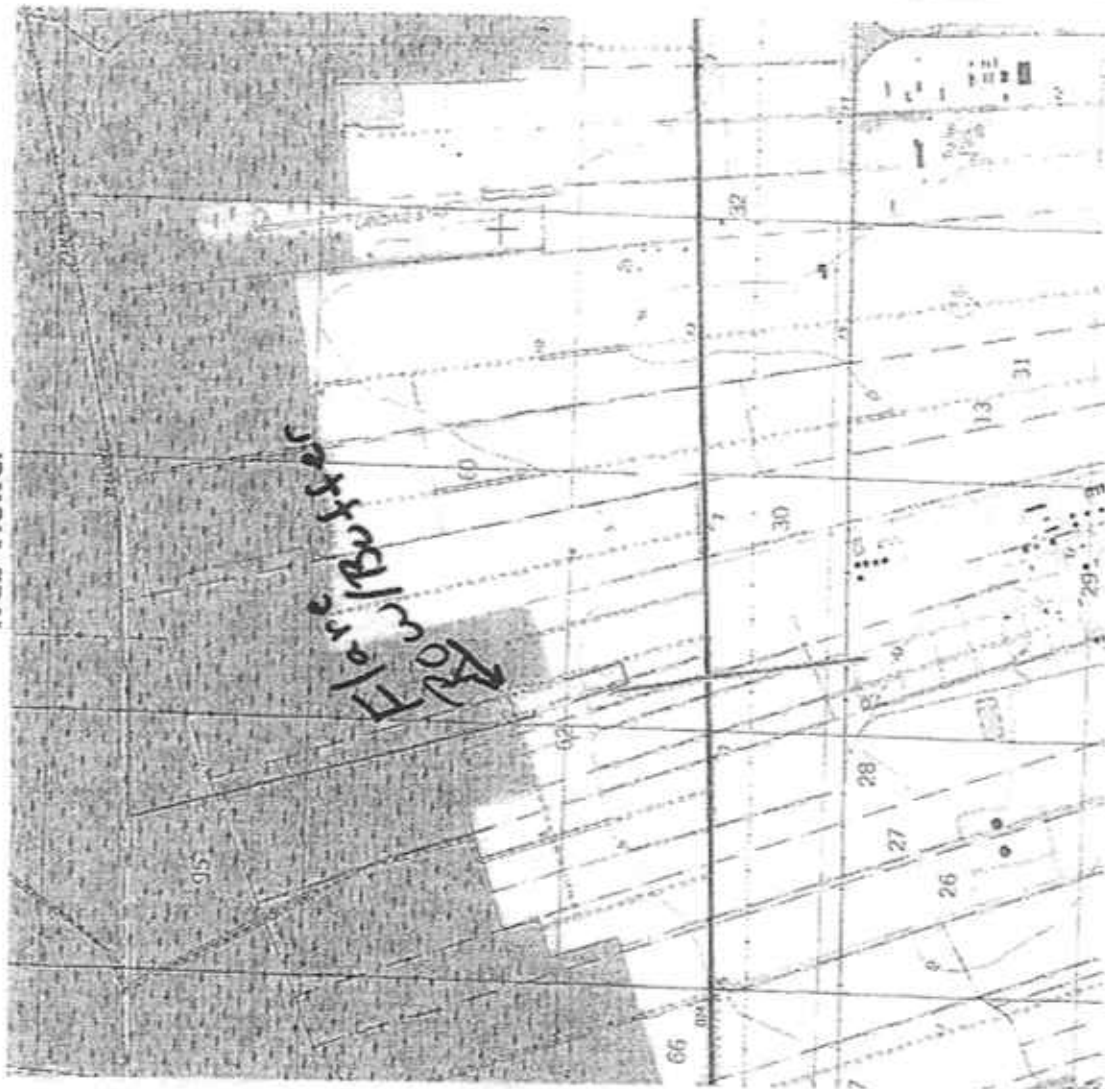
SHEET 51		SHELL - GARYVILLE PARAFFINIC	
PROPOSED 12" PIPELINE		LOWER LEVEE SLAB DETAIL	
ST. CHARLES PARISH, LOUISIANA		DATE: 10/10/12	
DRAWN: 1025005-TP-0001		SA-89348	
REV. DATE		REV. DATE	
A	10/10/12	1	10/10/12
DESCRIPTION OF REVISION		E'S NO. BY APP	
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR DISSEMINATED WITHOUT PRIOR PERMISSION. NOTICE THE OPERATOR HAS THE OWNER MAKES ANY WARRANTY AS TO THE CORRECTNESS OF COMPLETENESS OF THE INFORMATION CONTAINED HEREIN AND THE USER ASSUMES ALL RISK OF LOSS TO PERSON AND PROPERTY AS A RESULT OF RELIANCE THEREON.		AC HZ	

Criteria for Permit Applicant to place additional fill on levee

The backfill must be CH or CL as classified by ASTM 2487. It must have a Plasticity Index greater than 10 as determined by ASTM D4318. It must have an Organic Content less than 9% as determined by ASTM D2974, Method C. Sand Content in clay material must not be greater than 35% as determined by ASTM D1140. The results of above tests must be provided on at least 2 representative samples along with compaction curves (ASTM D698) must be provided using a Corps validated Lab (<http://www.usace.army.mil/SL/SLMTC/ValidatedLabList.htm>) for approval prior to use. Results shall be emailed to Robert.E.Johnson@usace.army.mil.

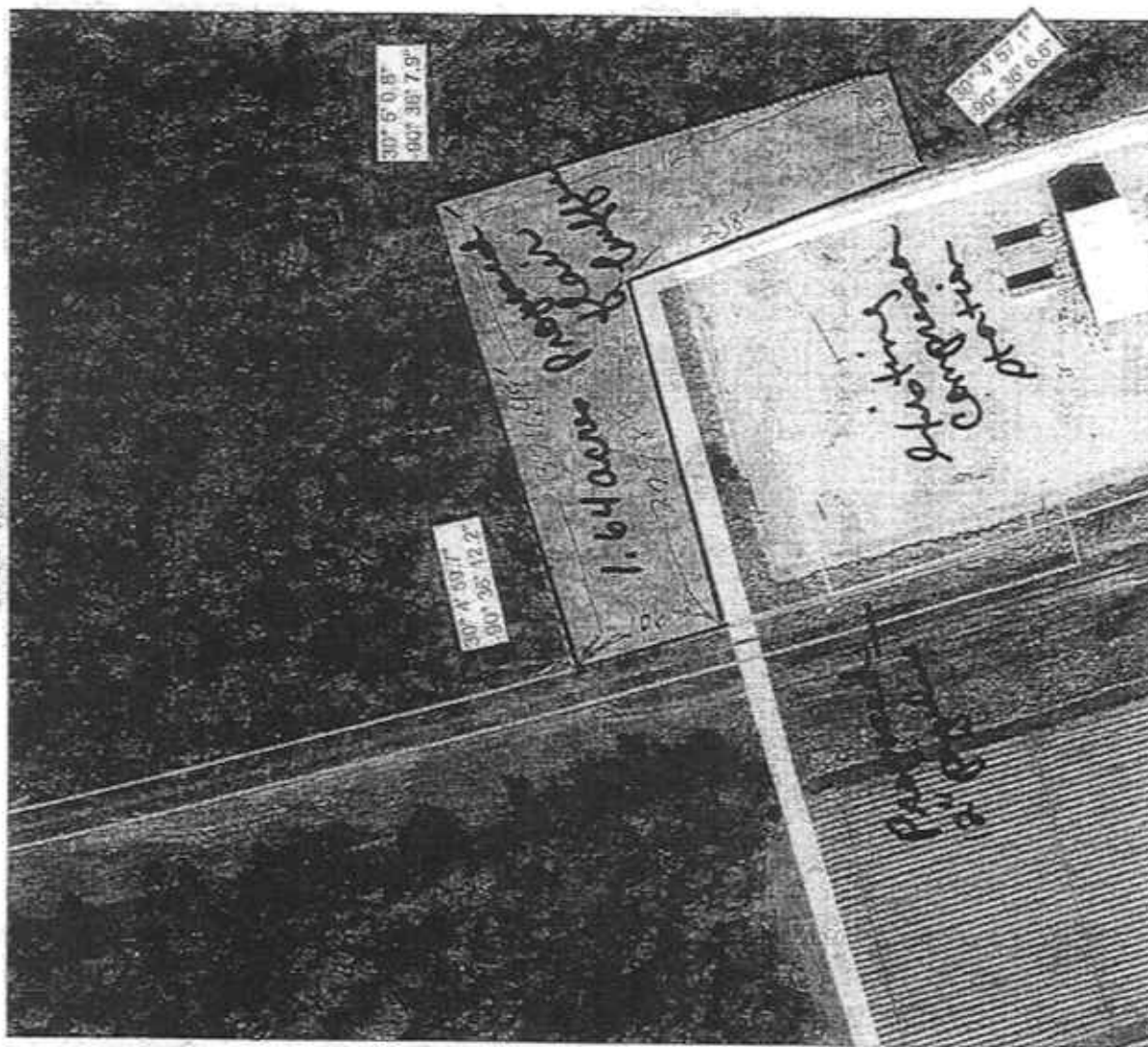
The entire earth surface on or against which fill is to be placed shall be thoroughly broken to a depth of 6 inches. The clay material shall be placed in 6 inch lifts at moisture content no greater than 10 percentage points above or below optimum moisture content per results of ASTM D698. Clay material shall be compacted to 90% of maximum dry density at moisture content with the limits of plus 5 to minus 3 percentage points of optimum moisture content determined by D698. Moisture content to be determined by ASTM D2216 or ASTM D 4643 at a minimum frequency of one moisture content test per lift. In-place density tests for compacted fill material shall be made in accordance with ASTM D 2922 (Nuclear Method) or ASTM D 1556 (Sand Cone Method), and shall be made at a minimum frequency of one density test per lift. The results of the moisture and in-place density test shall also be emailed to Robert.E.Johnson@usace.army.mil.

Levee will be rebuilt to C&G standards.



Flare Vicinity Map

53



Legend

- Proposed Centerline
- Replacement Section Centerline
- Norco Option 1
- Existing Garyville Compressor Station
- Proposed Garyville Compressor Station
- Compressor Station Expansion

54

NOTES

Areas along the access roads will be grated, as needed, to prevent rutting during construction. No additional fill will be added during grading.

Gravel, crushed limestone, and wooden mats will be added, as needed, along low spots in roads. The gravel will be used to return the road to its original contour. No excavation will be required for road repairs. All work will be within the existing road rights of way. No wetlands will be impacted during the road projects.

Mats will be used, as needed, for construction equipment.

As-builts will be submitted to OCM after construction is completed.

The Louisiana One Call System will be notified at least 48 hours before commencing any construction activities.

All excavated areas will be returned to pre-project contours.

The project crosses:

T11S, R6E – 62, 95, 90, 91, 92, 93

T11S, R7E – 7, 8, 9, 4, 3, 10, 96, 11, 12, 13, 18, 19, 20, 29, 44, 43, 42, 32

T12S, R8E - 25, 26, 22, 21, 6

Excavations

Native material – 100,338.78 cy, 19.85 acres

Fill

Excavated, native material – 100,338.78 cy

Chipped Trees – 25,050 cy chipped trees

Levee fill (soil hauled in) - 1394 cy*

Limestone - 114 cy

Concrete – 8.14 cy

Total Fill – 126,904.92cy, 44.9 acres

Impacts

Tree Clearing – 25.05 acres

Permanent ROW – 8.84 acres

Temporary ROW 16.21 acres

As Needed Fill

Limestone (road repairs) – 700 cy

Mats – 2000 cy

*The levee fill measurements are estimates. The exact amount and placement of additional fill will be determined by Corps of Engineers. The COE's Engineering Department and Bonnet Carre Spillway Management will determine fill requirements.

The Levees will be rebuilt to COE Standards. The Criteria for Permit Applicant to place additional fill on Levees is attached as Sheet 52.

28,055 Feet of 6" pipeline Removed

1808 feet of 6" Abandoned in place (AIP)

PROVIDED ACREAGES ARE ACTUAL ACREAGES
CALCULATED FROM THE SITE GEOMETRY. HABITATS
FOR EACH SITE HAVE BEEN ACCOUNTED FOR.
SITE DIMENSIONS SHOW AVERAGE LENGTH AND
WIDTH OF AREAS. PROVIDED ACREAGES ARE ACTUAL
ACREAGES CALCULATED FROM SITE GEOMETRY.

TEMPORARY ROW CLEARING TOTALS						PERMANENT ROW CLEARING TOTALS					
SITE	#	HABITAT	ACREAGE	LENGTH(FT.)	AVG. WIDTH(FT.)	SITE	#	HABITAT	ACREAGE	LENGTH(FT.)	AVG. WIDTH(FT.)
TEMPORARY	1.00	CYPRESS SWAMP	0.79	2799.71	12.29	PERMANENT	1	CYPRESS SWAMP	0.00	101.80	21.34
TEMPORARY	2.00	CYPRESS SWAMP	1.74	30280.47	7.45	PERMANENT	2	CYPRESS SWAMP	0.22	319.41	30.85
TEMPORARY	3.00	CYPRESS SWAMP	0.32	2621.13	4.58	PERMANENT	3	SWH	0.00	142.27	9.10
TEMPORARY	4.00	CYPRESS SWAMP	0.58	5648.51	5.01	PERMANENT	4	SWH	0.00	42.75	8.57
TEMPORARY	5.00	CYPRESS SWAMP	0.84	8127.88	5.57	PERMANENT	5	SWH	0.00	126.1	30.40
TEMPORARY	6.00	BLH	0.06	99.45	26.28	PERMANENT	6	BLH	0.00	251.51	27.71
TEMPORARY	7.00	CYPRESS SWAMP	0.30	2642.27	4.95	PERMANENT	7	BLH	0.00	570.91	29.36
TEMPORARY	8.00	BLH	0.21	996.94	9.46	PERMANENT	8	BLH	4.29	625.34	30.00
TEMPORARY	9.00	BLH	0.06	98.69	25.48	PERMANENT	9	BLH	1.10	249.48	35.89
TEMPORARY	10.00	BLH	0.01	40.54	10.74	PERMANENT	10	BLH	1.64	575.48	280.21
TEMPORARY	11.00	CYPRESS SWAMP	1.34	13717.69	4.99	TOTAL ACREAGE = 8.94					
TEMPORARY	12.00	CYPRESS SWAMP	0.17	1486.74	5.12						
TEMPORARY	13.00	CYPRESS SWAMP	0.72	6258.85	5.01						
TEMPORARY	14.00	CYPRESS SWAMP	0.03	232.81	5.63						
TEMPORARY	15.00	BLH	0.07	125.42	24.31						
TEMPORARY	16.00	BLH	0.05	167.09	12.04						
TEMPORARY	17.00	BLH	0.05	150.87	14.44						
TEMPORARY	18.00	BLH	0.01	35.00	12.44						
TEMPORARY	19.00	BLH	0.11	145.55	32.91						
TEMPORARY	20.00	BLH	0.19	133.70	61.90						
TEMPORARY	21.00	BLH	1.52	6243.34	30.60						
TEMPORARY	22.00	BLH	0.53	3645.54	34.03						
TEMPORARY	23.00	BLH	3.99	8532.67	28.54						
TEMPORARY	24.00	BLH	0.50	249.08	67.44						
TEMPORARY	25.00	BLH	0.19	186.50	43.91						
TEMPORARY	26.00	BLH	0.04	99.26	37.47						
TEMPORARY	27.00	BLH	0.06	62.76	41.98						
TEMPORARY	28.00	BLH	0.09	139.63	28.08						
TEMPORARY	29.00	BLH	0.04	139.53	12.48						
TOTAL ACREAGE = 16.11											

THESE PLATS ARE TO BE USED
EXCLUSIVELY FOR THE ACQUISITION
OF REGULATORY PERMITS.

4815
SHEET NUMBER

					SHELL PIPELINE COMPANY, LP	
					WETLAND CLEARING MAPS FOR FORESTED WETLAND AREAS	
					PROPOSED 8" GARYVILLE PARAFFINIC DRY GAS	
					GARYVILLE-NORCO PIPELINE SEGMENT, WITHIN THE	
					USACE NEW ORLEANS DISTRICT	
					ST. JOHN THE BAPTIST AND ST. CHARLES PARISHES	
REV	DATE	DESCRIPTION OF REVISION	ES NO.	BY	APP	
THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR REDISTRIBUTED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKE ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSONS AND PROPERTY AS A RESULT OF RELIANCE THEREON.						
			DATE	10-05-2012	SA-	REV
			DRAWN	JMJ		

PIPELINE CONSTRUCTION					
Tags	Approx. Location in Pipeline Footage				
	POB	POE	Length	Method	Feature
	0 POB at Block Valve				
1 - 9	0	3957	3957	Open Cut	Wetlands
10 - 11	3957	4457	500	HDD	Foreign Pipelines
11 - 12	4457	5011	554	Open Cut	Wetlands
12 - 13	5011	5511	500	HDD	Foreign Pipelines
13 - 23	5511	15653	10142	Open Cut	Wetlands
23 - 24	15653	16083	430	HDD	Mississippi Bayou
24 - 28	16083	24520	8437	Open Cut	Wetlands
28 - 29	24520	25102	582	HDD	Reserve Canal
29 - 31	25102	31500	6398	Open Cut	Wetlands
31 - 32	31500	32209	709	Dredge	I-10 Bridge
32 - 73	32209	55319	23110	Open Cut	Wetlands/POE New Construction
74 - 86	55319	59584	4265	Open Cut	Wetlands/POB Replacement
86 - 87	59584	60471	887	HDD	I-10 @ HWY 51
87 - 92	60471	61084	613	Open Cut	Wetlands
92 - 93	61084	62383	1299	HDD	HWY 51
93 - 117	62383	73484.6	11101.6	Open Cut	Wetlands
117 - 118	73484	74263	779	HDD	Prescott Road/Canal
118 - 123	74263	75663	1400	Open Cut	Wetlands
123 - 124	75663	75863	200	Surface	Upper Guide Levee
124 - 125	75863	76063	200	Open Cut	Wetlands
125 - 126	76063	77514	1451	HDD	Canal
126 - 143	77514	86295	8781	Open Cut	Wetlands
143 - 144	86295	87727	1432	HDD	Canal
144 - 145	87727	87827	100	Open Cut	Wetlands
144 - 145	87827	87977	150	Surface	Lower Guide Levee
144 - 145	87977	88166	189	Open Cut	Wetlands
145 - 146	88166	89182	1016	HDD	Bayou Trepagnier/End Replacement
146 - 150	89182	97016.4	7834.4	Open Cut	Wetlands
150 - 151	97011	97869	858	HDD	Foreign Pipelines
151 - 154	97869	100870	3001	HDD	Wetlands/Refinery
	100,870.00	Total Footage			

5015

2013-0112

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
RESOLUTION NO. _____

A resolution requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road) in Hahnville.

WHEREAS, large vehicles are parking along the shoulder of LA 3160 in Hahnville where it intersects Hwy. 18 (River Road) obstructing the visibility of patrons entering on Hwy. 18 from LA 3160 causing a hazardous situation.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road) in Hahnville.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

no parking on la 3160 and Hwy 18, Hahnville

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____